

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MEAD AND HUNT, INC.
PROJECT NAME: Phase 2 for the ACV PFAS Project**

This Agreement, entered into this 2nd day of June, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Mead & Hunt, Inc., a corporation, hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Aviation operates a Commercial Service Airport in McKinleyville, CA named the California Redwood Coast-Humboldt County Airport (ACV); and

WHEREAS, by operating a Commercial Service Airport the COUNTY is required to have Aqueous Film Forming Foam (AFFF) on hand, which contains Per- and Polyfluoroalkyl Substances (PFAS), for emergency purposes per Federal Aviation Regulations (FARs); and

WHEREAS, COUNTY, by and through its Department of Aviation, desires to retain the services of CONSULTANT to conduct an investigation and prepare documents for compliance with the State Water Resources Control Board Order (Order WQ 2019-0005-DWQ) to Commercial Service Airports in the State of California at the ACV Airport; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, Pursuant to California Government Code Section 31000, COUNTY may retain independent contractors to perform special services for COUNTY or any department thereof; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the appraisal, lease analysis, land use, and land conveyance services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONSULTANT agrees to provide the services described in Exhibit A – Scope of Services including Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONSULTANT agrees to fully cooperate with the Director of Aviation, or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2021, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Termination for Cause. COUNTY may, in its discretion, immediately terminate this Agreement, if CONSULTANT fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONSULTANT.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Thirty-Five Thousand Thirty Dollars (\$135,030.00). In no event shall the maximum amount paid under this Agreement exceed One Hundred Thirty-Five Thousand Thirty Dollars (\$135,030.00). CONSULTANT agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit A – Scope of Work including Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONSULTANT, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONSULTANT shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement by the tenth (10th) day of each month. CONSULTANT shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be in a format approved by Director and the Humboldt County Auditor-Controller and shall include the date

that each service was provided, the total number of service hours provided per day, the total cost per day and the total cost for the month. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: County of Humboldt-Department of Aviation
3561 Boeing Avenue
McKinleyville, California 95519

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County-Department of Aviation
Attention: Cody Roggatz, Director of Aviation
3561 Boeing Avenue
McKinleyville, CA 95519

CONSULTANT: Mead & Hunt, Inc.
Attention: Jeffrey Leonard, PE
1360 19th Hole Drive, Suite 200
Windsor, California 95492

7. REPORTS:

CONSULTANT agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONSULTANT shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents

of the State of California for a period of three (3) years after the date of final payment hereunder. CONSULTANT hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONSULTANT's records, programs, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT will cooperate with a corrective action plan, if deficiencies in CONSULTANT's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- B. Continuing Compliance with Confidentiality Requirements. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without

limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONSULTANT certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
1. The dangers of drug abuse in the workplace;
 2. CONSULTANT's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.

- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this Professional Service Agreement shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations set forth herein, CONSULTANT, and its subcontractors, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT or its agents, officers, directors, employees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONSULTANT: Mead & Hunt, Inc.
Attention: Jeffrey Leonard, PE
1360 19th Hole Drive, Suite 200
Windsor, California 95492

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONSULTANT agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONSULTANT agrees to comply with any and all applicable

accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

- D. Conflict of Interest Requirements. CONSULTANT agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

20. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT which COUNTY determines were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONSULTANT shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this

provision shall be given to Director in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third-parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3 – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics,

acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, pandemics, or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.


[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

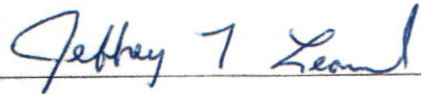
MEAD & HUNT, INC.:

By: 

Date: 5-19-2020

Name: Jon J. Faucher

Title: Secretary

By: 

Date: 5-19-2020

Name: Jeffrey T. Leonard


Title: Vice President

COUNTY OF HUMBOLDT:

By: _____
Estelle Fennell
Chair, Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 5/22/2020

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Fee Estimates and Totals
- Exhibit C – Billable Rates
- Exhibit D – Attorney-Client Relationship Acknowledgement

EXHIBITS
Mead & Hunt, Inc.
For Fiscal Years 2019-2020 through 2020-2021

SEE ATTACHED DOCUMENT

COUNTY OF HUMBOLDT**California Redwood Coast-Humboldt County Airport****Scope of Services**

for

Phase 2 – PFAS Implementation and Final Report

April 2, 2020

Project Understanding

In March 2019, the California State Water Resources Control Board (State Water Board) issued an Order WQ 2019-0005-DWQ (hereafter “the Order”), which requires airports in California to undertake an investigation to identify the presence of per- and polyfluoroalkyl substances. The Order requires airport operators to complete and submit a Questionnaire, Work Plan, and a Final Report to the appropriate Regional Water Quality Control Board (Regional Water Board) as part of a statewide effort to determine whether groundwater has been impacted by per- and polyfluoroalkyl substances (PFAS).

The CONSULTANT’s (Mead & Hunt, Inc.) team (hereafter “the project team”) includes the CONSULTANT and their subconsultants LimnoTech, and Barnes & Thornburg LLP. The project team will provide planning, environmental sampling, and legal consulting support services to assist the County of Humboldt Airports Division (County) in the identification, sampling, testing, preparation of the Final Report, and submittal of required documentation for the investigation of PFAS at the California Redwood Coast-Humboldt County Airport (ACV) (hereafter “the project”).

The project is divided into two phases. Phase 1 work was performed under a separate contract. Work for Phase 1 included data compilation and submittal of the ACV Work Plan to the Regional Water Board for review and acceptance. Phase 1 was completed on January 28, 2020, when the Regional Water Board accepted the ACV Work Plan. The Regional Water Board acceptance letter, dated January 28, 2020, requires the Final Report to be submitted to the Regional Water Board by April 28, 2020. Phase 2, which is described in this scope of services, includes site sampling investigations, and submittal of the Final Report to the Regional Water Board.

CONSULTANT will provide consulting services to the COUNTY for the determination of potential presence of PFAS at ACV to meet the requirements of the Order. Such services outlined herein include the efforts necessary to complete the requested tasks and goals of the Order. The project team will represent the COUNTY during each phase of this process, from initiation of work to submittal of required documents, as described in this scope.

LimnoTech, under contract with CONSULTANT will serve as the environmental sampling contractor and will be responsible for the performance of field work and the coordination of project-related soil and groundwater sampling, testing, and analysis. Barnes & Thornburg, also under contract with CONSULTANT, will provide legal consultation as needed to complete the Final Report.

The COUNTY is also a client of Barnes & Thornburg for the legal services provided for this project as acknowledged in Exhibit D.

Phase 2 Implementation and Final Report

Task 2.1 Project Management and Coordination

CONSULTANT will manage the project and coordinate with the COUNTY, the project team, and the Regional Water Board. This effort includes scope development, oversight of task completion, project briefings with COUNTY staff, and invoice management. This task also includes scoping with the subcontractors, and coordination with subcontractors throughout the duration of the project. CONSULTANT will also prepare a draft letter for transmittal by the COUNTY to the Regional Water Board requesting a 90-day extension from April 28, 2020 to July 27, 2020.

CONSULTANT will provide ongoing communication with the COUNTY throughout the PFAS investigation process. At the onset of Phase 2, the project team will participate in a kickoff teleconference with the COUNTY to describe the overall Phase 2 approach and strategize on the best course forward to respond to the Order, given the allotted timeframe to complete the onsite investigations and submit the Final Report. Follow-up communication will be via emails, telephone calls, and project team conference calls.

Task 2.2 Work Plan Implementation

The project team will initiate the site sampling investigations specified in the approved Work Plan (Phase 1) in a single field mobilization. The field work is anticipated to be completed within six days with half of the field work completed at night to minimize disruptions to airport operations. The onsite investigations will include:

- 1) A surveyor to stake and mark the locations of ten borings.
- 2) A driller with a three-person crew to perform the following ten borings:
 - a. Eight shallow soil borings (less than 5 feet) with two soil samples per boring.
 - b. Two deep soil borings of up to a maximum depth of 130 feet below grade with one soil sample taken every 20-feet and one groundwater sample from each boring.
- 3) Submittal of *Hazardous Materials Unit Monitoring Well and Boring Permit Application* for two deep soil borings with the Humboldt County Division of Environmental Health.
- 4) Submittal of a ticket with Underground Service Alert (USA) North 811 to obtain utility clearances before drilling occurs. Client to assist with utility clearances not covered by USA North 811.
- 5) A geologist to monitor the onsite drilling efforts, obtain soil and groundwater samples, and submit samples to a certified laboratory for testing.
- 6) Laboratory testing for the 24-compound PFAS list.
- 7) Estimate of the quantity of investigation-derived wastes (IDW), including soil cuttings (i.e., drill cuttings), sampling purge water, and water from equipment decontamination, to be stored on site. Client will be responsible for handling, storage and disposal of IDW.

Task 2.3 Final Report

The project team will prepare the Final Report summarizing the results of the sampling investigations at ACV. The Final Report will include:

- 1) A description of sampling activities.
- 2) A summary table of analytical results.

- 3) A copy of the Chain of Custody.
- 4) A copy of the field sampling log.
- 5) A copy of boring logs and any temporary/permanent monitoring well construction details.
- 6) A copy of the site map showing the sampling/monitoring locations.
- 7) A copy of the laboratory analytical results of the monitored media.

The project team will review the results of the Final Report with LimnoTech. This task includes coordination with LimnoTech to evaluate the testing results for any indications of anomalies or quality control issues. A conference call between, CONSULTANT, Barnes and Thornburg LLP, and LimnoTech will be conducted to discuss the Final Report before submittal. This Final Report will be completed by LimnoTech and submitted to the Regional Water Board by the extended submittal deadline barring any delays outside the project team's control. CONSULTANT will be responsible for submittal of the Final Report on CHAD's behalf. The report will be submitted in a searchable electronic format with transmittal letter, text, tables, figures, laboratory analytical data, and appendices in Portable Document Format (pdf). The Final Report and Analytical Reports will be uploaded into GeoTracker via the Electronic Submittal of Information (ESI) Portal.

Task 2.4 Contingency Task

While the deliverables and basic work effort required for the project are known, many times a need arises for additional services. The project team recommends that the work scope include a time and materials contingency budget of at least ten thousand dollars (\$10,000) to cover unanticipated tasks such as those outlined below.

- 1) Additional coordination with State/Regional Water Board to request an extension to the submittal deadline, answer questions regarding project details, receive acceptance of the final Work Plan and/or Final Report.
- 2) In-person meetings with the State/Regional Water Board.
- 3) Additional sampling sites required to satisfy State/Regional Water Board comments.

Responsibilities of the Client

The Client will be responsible for providing or performing the following:

- 1) Access to, and make all provisions for, the project team to enter upon public land as required for the project team to perform their work under this Agreement.
- 2) A staging area (roughly 40 feet by 50 feet) for drilling equipment including but not limited to: forklift, trailer, drill rig, box truck, and various materials.
- 3) Storage and disposal of investigation-derived wastes (IDW), including soil cuttings (i.e., drill cuttings), sampling purge water, and water from equipment decontamination.
- 4) Clearances of utility locates for the boring sites not addressed by USA North 811.
- 5) Examination of all documents submitted by the CONSULTANT to the COUNTY pertaining to this project, and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the Engineer.

Budget (Phase 2)

A cost estimate of **One-Hundred Thirty-Five Thousand and Thirty Dollars (\$135,030)**, which includes the recommended \$10,000 contingency budget, is proposed to perform Phase 2 work; the Fee Estimate is included as *Exhibit B*. The work described in this Scope of Services will be performed on a time-and-expense basis in accordance with the CONSULTANTS' Billing Rate Schedule, which is attached to this proposal as *Exhibit C*. The actual use of time to complete each task may vary based on the findings of potential PFAS areas of concern and could vary from the estimate. Any additional time found to be needed to complete tasks outlined in this proposal will first be coordinated with the CHAD and charged against the contingency task. If additional services are needed to complete the requirements set by the Regional Water Board, an amendment may be necessary. The total stated above will not be exceeded without written authorization from the COUNTY.

Schedule (Phase 2)

Initiation of the onsite investigations is anticipated to be in mid-April 2020. Submittal of the draft Final Report to the Regional Water Board is anticipated by early June 2020. An approximate end date of July 31, 2020 is proposed for this project. The schedule assumes the Consultant does not experience delays outside of the Consultant's control as a result of current pandemic, which may include labor shortages, scheduling restrictions, and restricted work notices.

End of Exhibit A

EXHIBIT B - FEE ESTIMATE (Phase 2)
California Redwood Coast - Humboldt County Airport (ACV)
Humboldt County, California

Mead & Hunt PFAS Phase 2 Services
 April 1, 2020

	MEAD & HUNT FEE							SUBCONSULTANT FEE						TOTAL										
	Principal Labor	Principal Cost	Project Manager (Plan/Env) Labor	Project Manager (Plan/Env) Cost	Sr. Consultant (Plan/Env) Labor	Sr. Consultant (Plan/Env) Cost	Sr. Technician (Plan/Env) Labor	Sr. Technician (Plan/Env) Cost	Administrative Labor	Administrative Cost	Hours	MEAD & HUNT FEE	BARNES & THORNBURG LLC Hours	BARNES & THORNBURG LLC Fee	LIMNOTECH Hours	LIMNOTECH Labor	LIMNOTECH Expenses	LIMNOTECH Fee	Points West Surveying Hours	Points West Surveying Fee	SUB-CONSULTANT Hours (Includes 15% markup)	SUB-CONSULTANT FEE	Hours	FEE
PHASE 2: Implementation & Final Report																								
Task 2.1: Project Management and Coordination	4	\$1,296	16	\$3,280	12	\$2,136	4	\$696	24	\$2,616	60	\$10,024	12	\$7,440	12	\$1,920	\$0	\$1,920	0	\$0	24	\$10,764	84	\$19,384
Task 2.1.1: Project Administration	2	\$648	8	\$1,640	4	\$712		\$0	16	\$1,744	30	\$4,744	4	\$2,480	4	\$640		\$640	0	\$0	8	\$3,588		\$7,864
Task 2.1.2: Project Team and Regional Water Board Coordination	2	\$648	8	\$1,640	8	\$1,424	4	\$696	8	\$872	30	\$5,280	8	\$4,960	8	\$1,280		\$1,280	0	\$0	16	\$7,176		\$11,520
Task 2.2: Work Plan Implementation	2	\$648	8	\$1,640	8	\$1,424	2	\$348	0	\$0	20	\$4,060	0	\$0	74	\$11,840	\$59,800	\$71,640	16	\$2,640	90	\$85,422	110	\$78,340
Task 2.2.1: Field Investigations	2	\$648	8	\$1,640	8	\$1,424	2	\$348		\$0	20	\$4,060		\$0	70	\$11,200	\$5,500	\$16,700	16	\$2,640	86	\$22,241		\$23,400
Task 2.2.2: Drilling Work		\$0		\$0		\$0		\$0		\$0	0	\$0		\$0	2	\$320	\$40,900	\$41,220	0	\$0	2	\$47,403		\$41,220
Task 2.2.3: Laboratory Analysis		\$0		\$0		\$0		\$0		\$0	0	\$0		\$0	2	\$320	\$13,400	\$13,720	0	\$0	2	\$15,778		\$13,720
Task 2.3: Final Report	0	\$0	10	\$2,050	24	\$4,272	6	\$1,044	0	\$0	40	\$7,366	11	\$6,820	82	\$13,120	\$0	\$13,120	0	\$0	93	\$22,931	133	\$27,306
Task 2.3.1: Final Report Preparation		\$0	4	\$820	8	\$1,424	2	\$348		\$0	14	\$2,592	3	\$1,860	70	\$11,200		\$11,200	0	\$0	73	\$15,019		\$15,652
Task 2.3.2: Project Team/Legal Review		\$0	4	\$820	8	\$1,424	2	\$348		\$0	14	\$2,592	6	\$3,720	4	\$640		\$640	0	\$0	10	\$5,014		\$6,952
Task 2.3.3: State/Regional Water Board Submittal Assistance		\$0	2	\$410	8	\$1,424	2	\$348		\$0	12	\$2,182	2	\$1,240	8	\$1,280		\$1,280	0	\$0	10	\$2,898		\$4,702
Task 2.4: Contingency																								\$10,000
GRAND TOTALS	6	\$1,944	34	\$6,970	44	\$7,832	12	\$2,088	24	\$2,616	120	\$21,450	23	\$14,260	168	\$26,880	\$59,800	\$86,680	16	\$2,640	207	\$119,117	327	\$135,030

EXHIBIT C



**Billing Rates
Effective January 1, 2019**

Consulting Rate..... \$620.00 per hour

EXHIBIT C
MEAD & HUNT, Inc.
Standard Billing Rate
Schedule Effective January 1,
2020

Standard Billing Rates

Clerical	\$82.00 / hour
Technical Editor	\$115.00 / hour
Senior Editor	\$168.00 / hour
Registered Land Surveyor	\$130.00 / hour
Accounting, Administrative Assistant	\$109.00 / hour
Technician I, Technical Writer	\$101.00 / hour
Technician II, Surveyor - Instrument Person	\$117.00 / hour
Technician III	\$125.00 / hour
Technician IV	\$144.00 / hour
Senior Technician	\$174.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer, Planner I	\$131.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer, Planner II	\$142.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer, Planner III	\$151.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$178.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$205.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$241.00 / hour
Senior Associate, Principal, Senior Client/Project Manager	\$324.00 / hour

Expenses

Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	\$ IRS rate / mile*
* the current IRS rate as of Jan. 2020 is: 57.5 cents per mile	
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2020, and will remain in effect until December 31, 2020, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

EXHIBIT C



501 Avis Drive
Ann Arbor, MI 48108
734.332.1200
www.limno.com

Labor Billing Rates

Effective January 1, 2019

<u>Category</u>	<u>Rate \$/hr.</u>
Principal/Sr. Scientist	240
Principal / Officer/Sr. Scientist	210
Senior Engineer/Scientist	195
Senior Project Engineer/Scientist II	175
Senior Project Engineer/Scientist I	165
Project Engineer/Scientist III	150
Project Engineer/Scientist II	130
Project Engineer/Scientist I	120
Engineer/Scientist	100
Environmental Specialist	100
Field Supervisor	115
Clerical/Ast. Project Mgr.	72

*Hourly billable rates do not include direct billable costs such as supplies, equipment and computer user fees, rental costs, facsimile, reproduction, special postage, laboratory charges, subcontractors, subconsultants, and 10% administrative fee on direct costs.

**Specific litigation technical support services, including depositions and testimony, are billed at 150% of the above labor rates.

EXHIBIT C

**Hourly Rates
Last Revised January 2020**

Field Rates - Regular

1-Man Crew (w/Robotic Instrument)	\$140/hour \$160/hour 1.5X Overtime \$180/hour 2.0X Overtime
2-Man Crew	\$185/hour \$235/hour 1.5X Overtime \$285/hour 2.0X Overtime

Field Rates - Prevailing Wage

1-Man Crew (Prevailing Wage Projects)	\$165/hour \$215/hour 1.5X Overtime \$265/hour 2.0X Overtime
2-Man Crew (Prevailing Wage Projects)	\$240/hour \$330/hour 1.5X Overtime \$425/hour 2.0X Overtime

Office

Licensed Surveyor- Principal	\$115/hour
Licensed Surveyor- Staff	\$105/hour
Survey Tech II	\$90/hour
Survey Tech I	\$80/hour
Deposition	\$200/hour (2 hour minimum)
Expert Witness Testimony	\$200/hour (4 hour minimum)

Equipment

Single Beam Sounder	\$200/day
ATV/Quad (if cost effective for project)	\$100/day (1 day minimum)
GPS Units	\$100/unit/day

Miscellaneous

Deeds, Maps, Title Reports, Utility Maps, Copy Cost	Actual Cost
County Fees (when paid on Client's behalf)	Actual Cost
Monuments (iron pipes)	\$7.00/each

Travel time is charged at Project crew rate (depending on Prevailing Wage requirements).

Usual payment methods are cash or check. Credit card payments will be charged a 3% convenience fee.

EXHIBIT D

Phase 2 – PFAS Implementation and Final Report

Attorney – Client Relationship Acknowledgement

County of Humboldt, a political subdivision of the State of California, (“County”) is a client of Barnes & Thornburg LLP, including in particular for services that the firm is providing to the County, by and through its Department of Aviation, which operates a Commercial Service Airport in McKinleyville, CA named the California Redwood Coast-Humboldt County Airport (ACV). The attorney-client relationship exists between the firm and the County related to the contracted work for the Airport.

The firm recognizes also that with regard to records related to this relationship, except for original timesheets, attorneys will retain all records relating to their representation and consultation of County for a period of ten years from the date the representation is concluded. Such records will be made available to County upon request for audit purposes. Attorneys will maintain both invoices of costs and primary records in order that such auditing may occur.

Date: May 7, 2020



By:

Jeffrey S. Longworth
Barnes & Thornburg, LLP