

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.**

PROJECT NAME: MURRAY FIELD FUEL TANK ENGINEERING AND PERMITTING

This Professional Services Agreement (the "Agreement"), is entered into, by and between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and SHN Consulting Engineers & Geologists, Inc., a California corporation ("CONSULTANT"), and is made on the last date signed below for the following considerations:

WHEREAS, COUNTY, by and through its Department of Aviation, COUNTY owns and operates Murray Field Airport (EKA); and

WHEREAS, Murray Field Airport has a 100LL AvGas fuel tank that was originally installed in 1978 and is currently far beyond its useful life; and

WHEREAS, the Board of Supervisors approved a project to replace the fuel tank, after engineering and permitting for project completion; and

WHEREAS, COUNTY, by and through its Department of Aviation, desires to retain the services of CONSULTANT to conduct said engineering and permitting; and

WHEREAS, such work involves the performance of professional, expert, 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 engineering and other specialized services for COUNTY regarding airport matters; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced, and qualified to perform the initial evaluation, planning, analysis, engineering and associated services required by COUNTY; and

WHEREAS, COUNTY and CONSULTANT (collectively, the "Parties") desire to enter into and document their agreement for CONSULTANT to provide these specialized services at Murray Field to COUNTY and for COUNTY to compensate CONSULTANT.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the Parties agree as follows:

1. **DESCRIPTION OF SERVICES:**

CONSULTANT agrees to provide the services described in Exhibit A - Scope of Services, attached hereto and incorporated by reference as if fully set forth herein. In providing such services, CONSULTANT agrees to fully cooperate with the Director of Aviation or his designee ("Director").

2. **TERM:**

This Agreement shall begin upon the last date executed by the Parties and shall remain in full force and effect until June 30, 2023, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONSULTANT fails to adequately perform the services required, fails to comply with this Agreement, 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, stating 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. If 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 if 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 any breach of this Agreement by CONSULTANT.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY to CONSULTANT for services rendered under this Agreement, including costs and expenses incurred, is Ninety-Six Thousand, Two Hundred Fifty Dollars (\$96,250.00). 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 cost applicable to this Agreement is set forth in Exhibit A – Scope of Services, including elements of the project and descriptions, which were previously incorporated herein.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONSULTANT, nor compensated by COUNTY, without COUNTY's prior written authorization. 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:

- A. Invoices. CONSULTANT shall submit to COUNTY monthly invoices identifying services rendered, as well as costs and expenses incurred pursuant to this Agreement by the tenth (10th) day of each month.
- B. Invoices may be shown as a percentage complete of each element listed in the Scope.
- C. Disputed Costs. COUNTY shall have the right to reasonably and in good faith dispute any portion of any amount billed by CONSULTANT. If COUNTY believes that CONSULTANT has billed

COUNTY incorrectly, COUNTY must contact CONSULTANT's customer support no later than thirty (30) days after the date on the invoice in which the error or problem appeared, in order to receive an adjustment or credit. Such notification shall include written documentation which identifies and substantiates the disputed amount. Notwithstanding the foregoing, COUNTY shall submit to CONSULTANT, prior to the period provided in Section 5.E., below, full payment of the undisputed portion of any fees billed by CONSULTANT.

- D. CONSULTANT shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be subject to Section 5.C., above, and in a format approved by the COUNTY. Invoices shall include a date range that the service was provided, total cost for the month, and percentage of each element complete.
- E. Payment for services rendered, and costs and expenses incurred, pursuant to this Agreement shall be made within thirty (30) days after the receipt of approved invoices.
- F. Any and all invoices submitted pursuant to this Agreement shall be sent to COUNTY at the following address:

County of Humboldt-Department of Aviation
3561 Boeing Avenue
McKinleyville, CA 95519

6. NOTICES:

Any and all notices required to be given pursuant to 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 SHN Consulting Engineers & Geologists, Inc.
Attention: Max Kaufman
812 W. Wabash Ave.
Eureka, CA 95501-2138

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 local, state, and federal 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 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 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 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 agrees to make all such records available during normal business hours for 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 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 and CONSULTANT shall be responsible for the costs of the audit.

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 this Agreement. CONSULTANT shall cooperate with any corrective action plan, if deficiencies in CONSULTANT's records, programs, procedures, or business operations 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 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 or federal laws, regulations, or standards, 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. CONSULTANT, certifies that it will 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 pursuant to this Agreement 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 herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONSULTANT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses 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, CONSULTANT's 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 negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for damages related to CONSULTANT'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 to be given pursuant to this Agreement 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 SHN Consulting Engineers & Geologists, Inc.
 Attention: Max Kaufman
 812 W. Wabash Ave.
 Eureka, CA 95501-2138

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 collaborative association or legal entity. 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. At no time shall CONSULTANT's employees and representatives hold themselves out to be COUNTY employees or representatives.

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 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 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 may be subject to 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 incorrectly 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 reasonably negotiated, determined and agreed upon by the Parties.

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 administrators, successors and assigns.

24. WAIVER OF DEFAULT:

The waiver by COUNTY 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 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 hereof upon the written consent of both Parties.

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 exercised 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. CONSULTANT shall not be liable for claims, liability, or losses arising out of or in connection with modifications or misuse by COUNTY of such data.

29. JURISDICTION AND VENUE:

This Agreement shall be construed under the laws of the State of California. Any dispute arising hereunder shall be litigated in 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 written 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 in writing 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 the Director pursuant to the notice requirements herein.

31. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to 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, the term "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.D - Compensation Upon Termination, Section 8 - Record Retention and Inspection, Section 10 - Confidential Information, and Section 14 - Indemnification, all 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 between the Parties and the terms and conditions set forth in this Agreement, the Parties agree the terms and conditions of this Agreement shall have priority over any others, including Exhibit A.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties, 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, third-party labor strikes or lockouts, riots, acts of war, epidemics, pandemics, 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 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. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations between the Parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to this Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

- A. This Agreement, and any amendments, 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.
- B. This Agreement and any amendments may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes.
- C. A signed copy of this Agreement and any amendments, 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.

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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the last date written below.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS

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

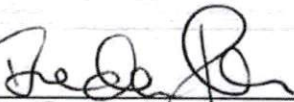
SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.:

By: 

Date: 10/3/22

Name: Michael K Foget

Title: CEO

By: 

Date: 10/3/22

Name: Brenda Sigler

Title: CFO

COUNTY OF HUMBOLDT:

By: Virginia Bass

Date: 10/18/2022

Virginia Bass
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Phillips, Amanda
Risk Management

Digitally signed by Phillips, Amanda
Date: 2022.10.13 08:41:44 -0700

Date: 10/13/2022

LIST OF EXHIBITS:

EXHIBIT A – Scope of Services

EXHIBIT A
Scope of Services

Task 1. Pre-Planning and Design

This task includes the following:

- ongoing correspondence with the County of Humboldt-Department of Aviation (County) on project status, updates, and resources;
- correspondence with the tank installation contractor and assistance with selecting and installing a new double-walled aboveground storage tank (AST) with a cardlock system;
- providing a scope and cost estimate for assistance with tank installation, geotechnical investigation, pre-planning for a new foundation and design, and project phasing of coastal development permitting; and
- compiling existing information and identifying additional information needed for the construction of the AST, foundation, and appurtenances (sump and leak detection system).

Task 2. Preliminary Geotechnical Investigation

The purpose of our geotechnical investigation will be to characterize the surface and subsurface conditions at the site in order to develop geotechnical engineering criteria for design and construction of a foundation for the new AST. Conducting a soils investigation will assist in designing the concrete support slab (site-specific foundation design to be created by the tank manufacturer professional engineer). Specifically, the scope of geotechnical investigation would consist of the following:

- SHN proposes to drill two geotechnical borings at the location of the proposed new AST for aviation fuel. The borings will be advanced to a depth of about 25 feet below the ground surface (BGS). Samples from each boring will be collected at suitable intervals, using standard penetration test (SPT) and modified California split spoon samplers. We will retain a licensed C-57 drilling subcontractor to complete the borings. Soil cuttings from the borings will be spread onsite or drummed and hauled offsite. The borings will be backfilled with cement grout.
- Soil samples will also be collected for total petroleum hydrocarbon (TPH) analysis to determine if the soil has been impacted due to previous activities.
- Samples collected from the borings will be returned to SHN's certified soils testing laboratory for geotechnical analysis. Anticipated tests may include dry density and moisture content, percent passing the #200 sieve, shear strength, Atterberg limits, and corrosivity testing. Specific tests may be added or eliminated depending on the materials encountered at the site.
- Provide seismic design parameters in accordance with the applicable portions of the 2019 California Building Code (CBC) and the American Society of Civil Engineers

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(ASCE) 7-16 Standard, including site soil classification, seismic design category, and spectral response accelerations.

- Perform engineering analyses in order to provide conclusions and recommendations regarding:
 - earthwork, including site and subgrade preparation, fill material specifications, and fill compaction requirements;
 - discussion of appropriate foundation options, including allowable bearing capacities, estimates of settlement (total and differential), minimum footing depth, and allowable lateral capacities; ○ support of concrete slabs-on-grade; and
 - recommendations for observation of site preparation and grading, observation of foundation installation, and other geotechnical construction considerations.
- Provide recommendations for observations and testing during construction.
- SHN will summarize our findings in a written report, complete with field and laboratory data. The report will comply with criteria presented in the CBC.

Task 3. California Environmental Quality Act and Permitting

This task would begin after the completion of Task 1, which will serve to define the project adequately for permitting and environmental review. Based on the project description and site plan prepared under previous tasks, SHN will complete technical studies, prepare environmental documentation pursuant to the California Environmental Quality Act (CEQA), and prepare a coastal development permit (CDP) application for submittal to the California Coastal Commission (CCC).

Technical studies that may be needed will be confirmed following the definition of potential effects to the project area but are assumed to be limited to a cultural resource investigation and a biological report.

The CEQA lead agency is assumed to be the Humboldt County Department of Public Works, Division of Aviation. The level of CEQA compliance is assumed to be an initial study/mitigated negative declaration, although a CEQA Categorical Exemption may be found to be appropriate.

Task 4. Construction Oversight AST Installation

Assist the contractor with tank installation and answer questions, conduct four (4) inspections, and complete reports to project file.

Task 5. SPCC Plan

SHN's certified AST inspector and spill prevention, control, and countermeasures (SPCC) specialist will inspect the facility, including existing tanks and containers, equipment and piping, secondary containment and spill response measures, and recordkeeping practices for compliance with the relevant regulatory requirements, industry standards, and recommended

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practices. The site visit also serves as an opportunity for SHN to provide spill training to facility representatives, discuss general spill prevention issues or concerns, and identify any suggested improvements to the facility and storage and handling operations.

SHN will submit the draft SPCC plan to you for review and comment. Upon completion of your review of the plan, SHN will address your comments and prepare the final SPCC plan, which will be certified by a California-registered Professional Engineer. Should the SPCC specialist identify action items or issues that require resolution before the final SPCC plan certification can occur, these items will be discussed with you to identify options for implementation.

Deliverables

- Geotechnical Report
- Biological Report
- Cultural Resources Investigation
- CEQA Initial Study/Mitigated Negative Declaration (Admin. Draft, Public Review Draft, Final) or a Categorical Exemption
- Coastal Development Permit Application to California Coastal Commission
- PE certified SPCC Plan

Assumptions

- The project will be located entirely within existing paved areas at least 100 feet from unpaved areas (no Request for Reduced Buffer will need to be made to the CCC).
- No subsurface investigation will be needed for the cultural resources report; however, if such an investigation is required, the County will be responsible for arranging backhoe test pits and subsequent repaving.
- No legacy contamination of soil or groundwater will be encountered as a result of soil borings and testing.
- A single Coastal Development Permit will suffice to authorize the entire project, rather than separate authorizations being needed for the borings and the tank replacement.
- The County will be responsible for the noticing and public review tasks associated with CEQA public review, as well as for payment of County Clerk and California Department of Fish and Wildlife (CDFW) CEQA filing fees.

Exclusions

The following items are excluded from this cost estimate:

- Contract management
- Demolition of existing foundation and containment structure
- Construction of new foundation

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- Preparation of a soil and groundwater management contingency plan
- Remediation of contaminant-impacted areas that may be encountered
- Cost of tank and installation (to be provided by installation contractor)

Estimated Project Schedule

SHN is prepared to begin this work immediately upon receipt of your written approval. The timeline for submittal of the final SPCC plan will depend on final tank installation, your review timeline, and the resolution of any SPCC action items identified by SHN's Steel Tank Institute Certified inspector.

Related Costs

SHN agrees to provide services covered by this Addendum on a time and expenses basis not to exceed \$96,250 without prior authorization. A task/cost summary is provided in the following table. Cost estimates are conservative and based on a "worst-case scenario," and it is recognized that some of the work scope may not be necessary, which would result in reduced costs.

Table 1. Contract Addendum Cost Estimate

Task	Cost
Task 1 Pre-Project Planning and Design	\$5,750
Task 2 Preliminary Geotechnical Investigation	\$18,500
Task 3 CEQA and Permitting	\$55,000
Task 4 Construction Oversight AST Installation	\$6,500
Task 5 SPCC Plan	\$10,500
TOTAL PROJECT	\$96,250

Given what is currently known about the existing conditions and future requirements, and due to the number of uncertainties described above, SHN cannot guarantee this cost completely covers all work that will be required to fully complete the listed items described. If emergent circumstances indicate additional costs are likely, SHN will notify the county as soon as possible, so that appropriate arrangements can be made in a timely manner.

