

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MEAD AND HUNT, INC.
PROJECT NAME: PRELIMINARY CONCEPT STUDY: RUNWAY 14-32 AND TAXIWAY
CONNECTOR PAVEMENT REHABILITATION, AND ELECTRICAL IMPROVEMENTS
PROJECT**

This Agreement, entered into this 3rd day of August, 2021, 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 operate and maintain runway and taxiway pavements, and airfield lighting and electrical infrastructure, in a safe condition for airline aircraft to utilize, 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 an engineering analysis of the current conditions of the Primary Runway, connecting taxiways and electrical infrastructure at ACV; 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, COUNTY, by and through its Department of Aviation has secured a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant to cover the costs of this project; 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 testing, engineering analysis, surveying, phasing recommendations, and associated 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, 2022, 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 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 Four Hundred Twenty-Four Thousand Two Hundred Forty-Four Dollars (\$424,244.00). In no event shall the maximum amount paid under this Agreement exceed Four Hundred Twenty-Four Thousand Two Hundred Forty-Four Dollars (\$424,244.00). 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 as if set forth in full.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONSULTANT, or 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:

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 and conditions 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 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 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, 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 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 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. 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 the terms and conditions of 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 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 to be given pursuant to the terms and conditions of 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 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 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 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 and conditions 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 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.

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, 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-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, 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 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 between 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 on (1) and the same agreement.

This Agreement, and any amendments hereto, 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.

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: J. Berry Still

Date: 7/28/21

Name: J. Berry Still

Title: Secretary

Date: July 28, 2021

By: Jeffrey T Leonard

Name: JEFFREY T LEONARD

Title: VICE PRESIDENT

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date : _____

LIST OF EXHIBITS:

- Exhibit A Scope of Services
- Exhibit B Project Schedule
- Exhibit C Project Budget
- Exhibit D Mead and Hunt Billing Rate Schedule
- Exhibits E, F, and G-Drawings

EXHIBIT A
COUNTY OF HUMBOLDT
California Redwood Coast – Humboldt County Airport
SCOPE OF SERVICES
for
PRELIMINARY CONCEPT REPORT STUDY
for
Runway 14-32 and Taxiway Connector Pavement Rehabilitation, and Electrical
Improvements Project
April 29, 2021

OVERVIEW

This Scope of Services describes the work that will be undertaken by Mead & Hunt, Inc. (CONSULTANT) to develop a Preliminary Concept Report Study for the Airport Improvements at California Redwood Coast – Humboldt County Airport (AIRPORT)

PROJECT DESCRIPTION

The County of Humboldt (COUNTY) intends to rehabilitate and/or reconstruct Runway 14-32 and Taxiway Connector Pavements to Runway 14-32, as well as perform various airfield electrical improvements at the AIRPORT. The COUNTY is also seeking to determine if there are compliance issues within the Runway Safety Area (RSA) limits that may need correction. To determine the appropriate corrective actions, it is proposed that CONSULTANT prepare a Preliminary Concept Report Study (STUDY) to determine and recommend improvement projects (IMPROVEMENTS) for AIRPORT and FAA consideration.

1. Background

- A. Runway 14-32: Runway 14-32 is 6,046 feet long by 150 feet wide and has a grooved surface. A visual pavement survey was performed in 2017 that identified medium severity longitudinal and transverse cracking, as well as low severity alligator cracking and weathering of the pavement. At that time the Pavement Condition Index (PCI) was rated as 66.
- B. Electrical Infrastructure: A study of existing airfield electrical systems and NAVAID components was performed in 2009. The study presented the following recommendations:
 - 1) Replace the Runway 14-32 centerline and Touchdown Zone (TDZ) lighting. The existing circuits are drawing large amounts of power, the conduit is rigid steel that is rusted shut, and the light bases are not rated for aircraft traffic.

- 2) Replace the airfield electrical vault building. The existing building and equipment do not meet present-day space requirements around high voltage equipment and current building code for seismically active areas. Moreover, the existing electrical service consists of a 4160V, 3 phase system which creates maintenance issues due to locating rare replacement parts. The service equipment is more than 30 years old and includes two 2400V input constant current regulators (CCR), which do not meet FAA standards.
- 3) Improve the taxiway lighting system and guidance signs. The fixtures and signs should be upgraded to LED, and meet current FAA spacing and distance requirements. Additionally, the underground wiring is in poor condition.
- 4) Replace beacon tower. The existing tower has deteriorated to the point of becoming a safety hazard. In addition, the latter and maintenance platform do not meet current OSHA safety standards.
- 5) Replace primary wind cone and install 2 supplemental wind cones. There are no supplemental wind cones, which are required for Part 139 Certification. Additionally, the primary wind cone is over 10 years old and starting to show signs of aging.

2. Objective

The objective of the STUDY is to investigate, data gather, evaluate, and provide a recommendation to the COUNTY of the preferred pavement rehabilitation, reconstruction, or combination of both types of pavement improvements, and recommended layout of electrical infrastructure. In addition, the STUDY will document any non-compliant areas with the RSAs and make recommendations for potential corrections. The purpose of the preliminary STUDY is to gather data, document and provide justification for the COUNTY's use to communicate the preferred alternatives to the FAA for consideration, and to obtain concurrence with the rehabilitation method(s), RSA corrections, as well as evaluate funding eligibility. The pavements that will be evaluated include Runway 14-32, Taxiway Connectors B, C, D, E, and the north connector of Taxiway A. The preliminary engineering services will include geotechnical investigation, non-destructive testing, and topographic survey. The preliminary conclusions will be used to prepare the NEPA documentation needed for the IMPROVEMENTS and to program upcoming projects based on project costs and NEPA factors.

3. Project Elements

The major elements that will be evaluated as part of the STUDY include:

- Pavement rehabilitation/reconstruction of Runway 14-32, Taxiway Connectors B, C, D, E, and the north connector of Taxiway A;

- RSA compliance evaluation of Runway 14-32;
- Airfield electrical infrastructure layout including runway centerline and TDZ lighting replacement, new airfield electrical vault building, taxiway lighting system and guidance sign improvements, new beacon tower, wind cone installation/replacement, and necessary circuit/conduit routing to connect these facilities.

A preliminary project layout drawing is included as *Exhibit E*.

4. Funding

The STUDY, as described above, will be funded by the FAA and is subject to compliance with FAA regulations and standards.

CONSULTANT will exercise professional judgment, guided by consultation with the COUNTY and FAA, to determine the balance between the needs of the COUNTY, FAA standards, the type of construction, the quality of construction, and the FAA and COUNTY funds available to recommend reasonable IMPROVEMENTS.

BASIC SERVICES

The basic services described in the following Phases will be performed or managed by the CONSULTANT upon receipt of executed contract with the COUNTY:

PHASE 1 GENERAL ADMINISTRATION AND COORDINATION

This phase involves those activities required for defining the scope of the STUDY, negotiating the contract and any subcontracts CONSULTANT may need to complete the work in this scope, and general coordination and administration for the duration of the STUDY, including (but not limited to) the following activities:

1.0 SCOPING

1.1 Prepare Scope of Work and Proposal

This includes preparing the scope of work and fee proposal and negotiating the contract scope and fee with the COUNTY. This also includes coordination with subconsultants for scopes and fees.

2.0 PREPARE CONTRACT AND SUBCONTRACTS

This includes reviewing the CONSULTANT-COUNTY contract and preparing the necessary subconsultant contracts.

3.0 PROJECT COORDINATION AND MEETINGS

The CONSULTANT will perform Project Coordination, as well as arrange and lead meetings as stated below. The CONSULTANT will produce drawings and handouts, as needed, to conduct each meeting and will issue minutes to document the discussions.

3.1 Project Coordination

CONSULTANT will coordinate with subconsultants, COUNTY, and FAA to complete the work elements detailed herein.

3.2 Site Visit

The CONSULTANT will conduct one site visit to observe the existing conditions and pavement distresses, and also to verify design elements established during the preparation of the STUDY. Up to three members from CONSULTANT's team will attend.

3.3 Present STUDY to COUNTY

The CONSULTANT will prepare for and conduct a meeting at the AIRPORT to present the findings of the STUDY and alternatives and recommendations for the IMPROVEMENTS. Up to three members from CONSULTANT's team will attend.

3.4 Present STUDY to FAA via Teleconference

The CONSULTANT will join the COUNTY and present the STUDY to the FAA via a teleconference meeting. Up to three CONSULTANT team members will attend.

3.5 Bi-weekly Progress Meetings with COUNTY and FAA via Teleconference

The CONSULTANT will conduct bi-weekly teleconference meetings to discuss progress of the STUDY, and coordination items with the COUNTY and the FAA. Fourteen (14) meetings are anticipated, with up to three CONSULTANT team members attending each meeting.

4.0 GENERAL CONTRACT ADMINISTRATION

Provide general administration during the STUDY. One (1) Project Manager will be assigned to this STUDY to monitor continuity through the phases of work, as described in this scope. The Project Manager will be responsible for work performed by the CONSULTANT's team. The Project Manager will:

- a) Define tasks, schedules, and costs.
- b) Monitor work progress and address issues / problems that may arise.

- c) Maintain up-to-date schedules.
- d) Coordinate with the COUNTY to receive their input; address their concerns; keep them informed regarding STUDY status; obtain their concurrence on STUDY scope, cost, and schedule; and obtain their input and approval of STUDY results and recommended improvements.
- e) Focus the efforts of the CONSULTANT and subconsultants to expedite data gathering and analysis for a quality, cost-effective STUDY that meets the needs of the COUNTY.
- f) Maintain quality control on work of the CONSULTANT and subconsultants. Implement and monitor a program of Quality Control (QC) and Quality Assurance (QA).
- g) Prepare invoices to submit to the COUNTY in accordance with the COUNTY's standard invoice requirements.

5.0 GRANT APPLICATION AND ADMINISTRATION

CONSULTANT shall assist the COUNTY with preparing the study and final design grant applications (total of two). The COUNTY will be responsible for final compilation, review, and submission of the Grant Application to the FAA.

PHASE 1 DELIVERABLES

- 1) Draft Scope of Services – Electronic copy.
- 2) Final Scope of Services – Electronic copy.
- 3) Executed Contract – Three (3) originals.
- 4) Meeting Agenda and Minutes – Electronic copy.
- 5) Design Grant Application – Electronic copy.

PHASE 2 DATA GATHERING AND ANALYSIS

6.0 TOPOGRAPHIC SURVEYING

CONSULTANT to subcontract with Points West Surveying Co. (PWS) to a conduct topographic survey of the potential Project limits.

6.1 Coordination to Collect Existing Data and Locate Existing Facilities and Utilities (CONSULTANT)

CONSULTANT will coordinate the collection of existing data and locate known/visible utilities. This task includes collection and review of as-built plans and available existing survey information to gather information on existing topography,

facilities, and utilities. This also includes coordination for field utility locates with the COUNTY. The CONSULTANT will coordinate with field survey crews to establish survey limits, coordinate access, establish survey schedule, and provide available survey control information.

6.2 Survey Control (CONSULTANT)

Survey control will be established and used for design surveys. The CONSULTANT will provide a drawing showing the location of the existing or established control for the STUDY.

6.3 Field Work and Drawing Preparation (Subconsultant – PWS)

Subconsultant shall attend airfield safety training class (approximately one (1) hour) prior to entering the airport operations area to perform the work. The topographic survey shall be completed under COUNTY escort during daytime hours on a pullback basis. The survey shall include the following:

- a) Coordinate necessary bench loop and traverse procedures to verify accuracy of vertical and horizontal control points.
- b) Tie topographic survey to California State Plane Coordinate System and existing airport control monuments (horizontal and vertical), and to the runway thresholds of Runways 14-32 and 1-19 at the centerline (runway end points).
- c) Provide cross sections of Runway 14-32. Runway cross sections shall be taken at 50-foot intervals, and include centerline, edge of pavement, midpoints between centerline and edge of pavement and edge of shoulder. Cross sections will continue beyond runway ends as shown on *Exhibit F*.
- d) Perform field surveys of taxiway connectors using a 25-foot grid and include centerline, edge of pavement, edge of shoulder, and ground shots.
- e) Survey beyond shoulders at an approximate 25-foot interval to the limits shown in *Exhibit F*.
- f) Outside of paved work areas, perform field surveys to locate and identify surface break lines such as flow lines, grade breaks, and tops/toes of slopes. Surface features such as lights, signs, pull boxes, utilities, etc. will also be located within the mapping area. Exposed and visible drainage features will be measured and identified with pipe size and direction.
- g) Provide 3D digital terrain model and line work for all surveyed features compatible with AutoCAD Civil 3D 2020.
- h) Up to one (1) additional day of field work (8-hour shift during daytime hours) is anticipated after the preliminary grading design is underway for follow-up items.

Approximate limits of the topographic survey are presented in *Exhibit F*.

6.4 Convert Survey Data for CAD Software (CONSULTANT)

This work includes analyzing the topographical surveying data and preparing the data for use with computer modeling. Included are the following separate tasks:

- a) Establish coordinates and alignments to be used for CAD drawings.
- b) Input raw survey data into the computer program to sort data into company standard layers for efficient analyzing.
- c) Verify survey data from previous projects with latest field survey.
- d) Sort all data points by layers and description for computer modeling.
- e) Verify surveyor horizontal and vertical control.
- f) Prepare digital terrain model (DTM) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences, and other miscellaneous entities.
- g) Generate three-dimensional contour model from the DTM.
- h) Prepare and process data for pavement profiles, grading and/or paving cross sections, and drainage features.

7.0 GEOTECHNICAL INVESTIGATION

CONSULTANT to subcontract with CGI Technical Services, Inc. (CGI) to conduct a geotechnical investigation of the airfield pavements.

7.1 Coordination for Geotechnical Work (CONSULTANT)

This task includes data collection, review of as-built plans, and compiling available existing geotechnical information to gather information on existing soil conditions and past geotechnical or pavement test results. Coordination will be done with the geotechnical subconsultant to schedule work and establish any work constraint parameters.

7.2 Establish Project Testing Requirements (CONSULTANT)

The CONSULTANT will determine the type and frequency of geotechnical testing required for the preliminary design. The testing shall consider such items as pavement type, design methodology, type of wheel loading, and weight of design aircraft (greater than 60,000 lbs.). The CONSULTANT will use this information to perform the following tasks:

- a) Determine soil boring locations and frequency of testing.

- b) Develop a sketch showing location and coordinates of borings.
- c) Determine soil sampling locations and types of soils testing required.

7.3 Field Work and Laboratory Testing (Subconsultant – CGI)

Subconsultant shall attend airfield safety training class (approximately one (1) hour) prior to entering the airport operations area to perform the work. The geotechnical investigation shall be completed under COUNTY escort during nighttime closures between 9 PM to 5 AM. The exploratory program of the subsurface conditions and materials in the STUDY areas involve drilling and sampling of up to 44 borings to a maximum depth of 10 feet, in accordance with the FAA-recommended interval in the latest edition of Advisory Circular 150/5320-6. The actual locations of the borings will be determined in the field during a site visit by a representative of CGI and the COUNTY. Underground Service Alert (USA) will be contacted to locate utilities owned by their member utility companies.

Soil investigation: Using the Unified Soil Classification (USC) system, ASTM D 2487, and procedures listed in ASTM D 420, *Standard Guide to Site Characterization for Engineering Design and Construction Purposes*, provide a profile identifying subsurface soil conditions and field properties including the existing thicknesses of the asphalt pavement section layers. In the field use ASTM D 2488, *Standard Practice for Description and Identification of Soils* found within 10 feet of the surface elevation. Develop a graphic log that summarizes the results of the soil explorations to include at a minimum, location, date performed, type of exploration, surface elevation, depth of materials, sample identification numbers, classification, water table, and standard penetration tests.

The soil borings are to be classified and samples obtained to perform the laboratory testing as summarized below:

- a) In situ moisture content, ASTM D2937 (up to 44 tests).
- b) Maximum density-optimum moisture of bulk samples, ASTM D1557 (up to 22 tests).
- c) Sieve/hydrometer analysis, ASTM D422 of bulk aggregate base and soil samples to determine relative percentages of gravel, sand, silt, and clay (up to 22 tests).
- d) Plasticity index testing, ASTM D4318 (up to 22 tests).
- e) California Bearing Ratio (CBR) testing of bulk aggregate base and soil samples, ASTM D1883 (up to 15 tests). Tests may include CBRs of in-situ samples, recompacted to optimum moisture, and lime/cement treated subgrade (at optimum lime/cement percentage(s)).

f) Provide USC per ASTM D2487.

The samples at each of the boring locations shall be taken back to the subconsultant's laboratory. The geotechnical engineer will analyze the samples and determine with concurrence of the CONSULTANT, which samples are tested under subsections "a" through "f" above based on variability of the material samples obtained.

A report will be prepared detailing the geotechnical investigation. Laboratory test data will be provided in a written summary report in graphic and/or tabular form. Graphic logs will be presented indicating the existing pavement section thicknesses, soil classifications, subsurface water elevation (if encountered), and field blow counts for ring and SPT samples. Strength values, by means of CBR and modulus of elasticity, will be provided for both the existing aggregate base and subgrade materials for determination of preliminary pavement design. Modulus of elasticity will be determined using FAA and other published guidelines by comparison to CBR and other test data. A boring location map will be included.

Recommendations by CGI will also be provided for both rehabilitation and reconstruction of the runway and taxiway connectors. The recommendations for rehabilitation may include mill-and-fill, mill and structural overlay, cold in-place recycling, crack seal and surface treatment. The recommendations for reconstruction may include preparation of subgrade, and for subgrade stabilization by chemical means (with lime and/or cement treatment and percentages), and for the placement of P-209 aggregate base material followed by asphalt concrete pavement. Estimates of earthwork shrinkage based on in situ density test results and assumed final density values, will also be provided. CGI will also check the soluble sulfate contents of the soils to determine if stabilization with lime can react and induce heave. One (1) geotechnical investigation report will be issued for the STUDY.

Estimated boring locations are presented in *Exhibit G*.

7.4 Analyze Data (CONSULTANT)

After receiving the testing report from the geotechnical firm (CGI), the CONSULTANT will analyze the data and any existing previous geotechnical data, consisting of the following tasks:

- a) Review geotechnical recommendations.
- b) Determine appropriate data for pavement design.
- c) Input data for computer modeling with topographical survey data.
- d) Prepare pavement data and soil information for incorporation into the STUDY.

- e) Evaluate existing pavement sections for potential recycling and reuse.
- f) Evaluate shrink, swell, and consolidation potential.

8.0 NONDESTRUCTIVE TESTING AND ANALYSIS

CONSULTANT to subcontract with Applied Pavement Technology, Inc. (APTech) to conduct nondestructive testing (NDT) and analysis of the airfield pavements.

8.1 Coordination for NDT (CONSULTANT)

The CONSULTANT will provide APTech with geotechnical information as described herein, as well as available Pavement Condition Index (PCI) inspections, and fleet mix information. The CONSULTANT will coordinate with APTech and the COUNTY to schedule field work.

8.2 NDT and Analysis (Subconsultant – APTech)

APTech shall perform the following tasks:

- a) Review documentation provided by CONSULTANT.
- b) Perform Falling Weight Deflectometer (FWD) testing using equipment and methods meeting the requirements of AC 150/5370-11B, capable of simulating in magnitude and duration the loads imparted to an airfield pavement by a moving aircraft tire. Use FWD configuration and testing patterns in accordance with AC 150/5370-11B. Perform testing on Runway 14-32 and connector taxiways between Runway 14-32 and Taxiway A. Coordinate with geotechnical investigation to determine if boring locations should be modified. APTech shall attend airfield safety training class (approximately one (1) hour) prior to entering the airport operations area to perform the work. The FWD testing shall be completed under COUNTY escort during nighttime closures between 9 PM to 5 AM.
- c) Analyze the FWD data to determine pavement layer properties to be used for pavement rehabilitation and reconstruction alternatives. Specific results that will be generated from this testing program include normalized deflections, elastic modulus (E) of individual pavement layers, and subgrade support conditions. Back-calculate the modulus of the pavement layers and subgrade support conditions in accordance with AC 150/5370-11B.
- d) Prepare preliminary pavement rehabilitation and reconstruction alternatives in accordance with AC 150/5320-6F. It is anticipated that up to four (4) alternatives will be considered. The pros and cons of each rehabilitation or reconstruction alternative will be outlined. Pavement performance, future maintenance needs,

life-cycle costs, operational constraints, and future plans that best meet the needs of the AIRPORT will also be considered.

- e) Prepare a detailed report that summarizes the results of the FWD testing, data analyses, and pavement rehabilitation and reconstruction alternatives. This report will present the comprehensive testing and evaluation conducted during the STUDY, describe the development of alternative rehabilitation and/or reconstruction strategies, and provide the final recommendations. Submit an electronic copy of the draft report for review and discussion. Based on comments received from CONSULTANT and COUNTY, prepare and submit an electronic copy of the final report.
- f) Review draft final Preliminary Concept Report prepared by CONSULTANT to verify that the STUDY meets the intent and recommendations of APTech's analysis.

8.3 Review NDT Report (CONSULTANT)

The CONSULTANT will review the NDT report and implement the recommendations into the STUDY. The data will be used in conjunction with the geotechnical investigation to prepare pavement rehabilitation and reconstruction alternatives as further detailed herein.

9.0 PREPARE PAVEMENT REHABILITATION AND RECONSTRUCTION ALTERNATIVES

This task will consist of using information obtained in the geotechnical investigation and NDT report to calculate the required pavement sections required to support the design vehicle or aircraft, using latest edition of FAA Advisory Circular 150/5320-6, *Airport Pavement Design and Evaluation*. The following efforts will be completed under this task:

- Review and confirm critical design aircraft based on current and forecasted aircraft fleet mix based on COUNTY provided operational data.
- Review preliminary pavement rehabilitation and reconstruction alternatives prepared in the NDT report, and verify the pavement sections based on accepted FAA pavement design programs. The applicable design program to be used is FAARFIELD. Based on the FAARFIELD analysis, update the pavement rehabilitation and reconstruction alternatives.
- Evaluate effects of pavement profile on adjacent operational areas and future runway/taxiway pavement rehabilitation and reconstruction.
- Calculate sub-excavation or undercutting subgrade for stabilization, if necessary.

- Prepare Life-Cycle Cost analysis.
- Review proposed pavement analysis with FAA and COUNTY.
- Prepare narrative summarizing the alternatives and recommendations.

10.0 PRELIMINARY ELECTRICAL INFRASTRUCTURE LAYOUT

The following efforts will be completed under this task:

- Layout runway centerline, TDZ, and taxiway lights in accordance with FAA AC 150/5340-30J, *Design and Installation Details for Airport Visual Aids*.
- Layout airfield guidance signs in accordance with FAA AC 150/5340-18G, *Standards for Airport Sign Systems*. This will also consist of evaluating the taxiway naming convention, which will be incorporated into the proposed sign legends.
- Determine recommended location for new airfield electrical vault building and prepare a preliminary layout of the building interior and equipment. Up to three alternative locations will be analyzed.
- Determine recommended location for new beacon tower in accordance with FAA AC 150/5340-30J. Up to three alternative locations will be analyzed.
- Determine recommended location for new supplemental wind cones, and new primary wind cone equipment, in accordance with FAA AC 150/5340-30J.
- Layout preliminary circuit and conduit routing in accordance with FAA requirements and best standard practices for electrical infrastructure.
- Calculate preliminary electrical loads to determine the necessary CCR size for each circuit.

11.0 ANALYSIS OF AC 150/5300-13A

Based on the topographic survey and direct observations, CONSULTANT will perform FAA Advisory Circular 150/5300-13A evaluation analysis of the existing runway and taxiway characteristics (geometry, longitudinal and transverse grades, etc.), and how they relate to each pavement rehabilitation and/or reconstruction alternative. The CONSULTANT will also evaluate the RSAs as part of this analysis. The results of the findings will be included in the Preliminary Concept Report and will specify which items can be corrected under the proposed IMPROVEMENTS, and which corrections may be programmed in the future. The analysis will be shared with the FAA for concurrence.

12.0 PREPARE PRELIMINARY COST ESTIMATE

12.1 Calculate estimated preliminary quantities

The CONSULTANT will calculate necessary quantities for the various work items. Quantities will be consistent with FAA specifications and acceptable quantity calculation practices.

12.2 Prepare preliminary costs estimate

13.0 PREPARE PRELIMINARY CONCEPT REPORT

The CONSULTANT will prepare a Preliminary Concept Report. The report will include, but not be limited to, the following elements not exceeding a 25% design level:

- Introduction.
- Project background/purpose and need.
- Airport operational safety (reference Federal Advisory Circular 150/5370-2G).
- Design geometrics (reference Federal Advisory Circular 150/5300-13 CH 11).
- Pavement design analysis (reference Federal Advisory Circular 150/5320-6F).
- Drainage considerations.
- Taxiway naming convention.
- Preliminary electrical infrastructure layout analysis.
- Pavement marking considerations.
- Environmental considerations.
- Design alternatives and recommendations.
- FAA Advisory Circular 150/5300-13A evaluation analysis of the existing runway, taxiway, and RSA characteristics (geometry, longitudinal and transverse grades, etc.), and how they relate to each pavement rehabilitation and/or reconstruction alternative(s).
- Programming construction cost estimates for each alternative.
- Estimated construction duration(s) for each alternative.
- Estimated schedule for final design and construction.
- Exhibits will also be attached to the report illustrating the analysis performed for various elements, including (but not limited to) project layout (up to 6 exhibits), preliminary phasing options (up to 6 exhibits), geometrics (up to 6 exhibits), taxiway naming (up to 2 exhibits), electrical infrastructure layout (up to 8 exhibits), pavement marking (up to 6 exhibits), and 13A analysis (up to 4 exhibits).

14.0 PREPARE MODIFICATION OF STANDARDS (MOS) - NIC

This work does not anticipate Modifications of Standards will be required. If encountered during design, these certificates may be prepared as extra services or under a separate contract.

15.0 REVIEW ENVIRONMENTAL DOCUMENTATION. NIC

The basis of the STUDY will be used to develop the environmental documentation for the PROJECT which will be completed under a separate contract.

PHASE 2 DELIVERABLES

- 1) Draft and Final Preliminary Concept Report – Electronic copy and three (3) hard copies, or as requested by COUNTY.

EXTRA SERVICES

The following extra services are *not* included in this Scope of Services and if required / requested shall be paid for by the COUNTY in accordance with *Exhibit D*, Mead & Hunt, Inc. Standard Billing Rate Schedule (2021).

- 1) Revisions and change orders requested by the COUNTY and not otherwise included as part of this Scope of Services.
- 2) Significant revision or addition to the work to be performed by the CONSULTANT that results from changes in laws or codes governing the work after execution of the Contract, provided such revisions or increased work could not have been avoided by timely action on the part of the CONSULTANT.
- 3) Overtime work by CONSULTANT's employees when the COUNTY accelerates or compresses the schedule of work after the date of the Agreement.
- 4) Other services not included in this Scope of Services.
- 5) Coordination for Airport Layout Plan updates and final layout of taxiway connectors.
- 6) Detailed and final design will be prepared under a separate contract.

COUNTY SERVICES

The COUNTY shall:

- 1) Provide full information as to the requirements of the STUDY.
- 2) Furnish legal services required by the COUNTY in connection with the STUDY.
- 3) Review documents submitted by the CONSULTANT and promptly render decisions pertaining thereto.

- 4) Provide NOTAMS and escorts and coordinate pavement closures for geotechnical investigation team, topographic survey team, and NDT team. The goal is to schedule the work concurrently to minimize closure periods.
- 5) Provide current fleet mix and number of operations using the runway.
- 6) Escort CONSULTANT team when performing work and investigations on the airfield.

COMPENSATION FOR SERVICES

- 1) Payment for work outlined in this Scope of Services shall be a fixed fee of Four Hundred Twenty Four Thousand Two Hundred Forty-four Dollars (\$424,244). This fee shall include labor, materials, expenses, and incidentals necessary to complete the work as described herein. The Engineering Services Cost Estimate is included as *Exhibit C* to this Scope of Services. Payments will be made monthly based on the percentage of work complete.
- 2) Payment for any additional services requested by the COUNTY will be performed on a time-and-expense basis in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule (2021) included as *Exhibit D* to this Scope of Services. If additional services are required / requested, the CONSULTANT will establish the budget prior to the start of work and may not exceed the budget without written authorization from the COUNTY. Any additional services must be authorized in writing by the COUNTY.

Additional Exhibits:

Exhibit B – Project Schedule

Exhibit C – Cost Estimate

Exhibit D – Mead & Hunt Billing Rate Schedule

Exhibit E – Project Layout Drawing

Exhibit F – Topographic Survey Limits

Exhibit G – Boring Locations

EXHIBIT B
PROJECT SCHEDULE

SCHEDULE OF COMPLETION

- 1) Begin Topographic Survey, Geotechnical Field Investigation, and NDT within 15 working days of Notice to Proceed.
- 2) Prepare draft Geotechnical Investigation Report and NDT Report (estimated to be 10 weeks after field investigation).
- 3) Submit draft copies of the Preliminary Concept Report within 60 working days of draft Geotechnical Investigation Report and NDT Report for COUNTY review prior to sending to the FAA.
- 4) Submit final copies of the Preliminary Concept Report within 10 working days of receiving COUNTY comments.

EXHIBIT C
PROJECT BUDGET

**California Redwood Coast - Humboldt County Airport
Runway 14-32 and Taxiway Connector Pavement Rehabilitation, and Electrical Improvements**
Preliminary Concept Report Study Scope of Services Date: 4/29/2021

PHASES and TASKS	Mead & Hunt (labor hours and rates)									Subconsultant fee + 15% markup			Expenses			Total Cost	
	Senior Associate	Sr Proj Engineer	Project Engineer / Project Manager	Senior Engineer	Engineer III	Engineer II	Technician II	Administrative Assistant	Clerical	Points West Surveying	CGI Technical Services	Applied Pavement Technology	Auto Rental (Per Day)	Meals (Per Meal)	Reproduction and Shipping		
	\$330	\$252	\$212	\$184	\$155	\$145	\$121	\$110	\$84	1	1	1	\$75	\$15	1		
PHASE 1 - GENERAL ADMINISTRATION AND COORDINATION																	
1.0	Scoping	2		8	8					6	1					\$ 4,572.00	
2.0	Prepare Contract and Subcontracts	1	1	2	4					4	1				\$ 10.50	\$ 2,276.50	
3.0	Project Coordination and Meetings																
3.1	Project Coordination	8	2	36	16											\$ 13,720.00	
3.2	Site Visit		18		18								2	3		\$ 10,653.00	
3.3	Present Study to County		18	18									2	3		\$ 11,157.00	
3.4	Present Study to FAA via Teleconference		1.5	1.5						1.5						\$ 913.50	
3.5	Bi-weekly Progress Meetings with County and FAA via Teleconference	14	8	14						14						\$ 11,634.00	
4.0	General Contract Administration	4		12							5					\$ 4,284.00	
5.0	Grant Application and Administration	8		4				2	8							\$ 4,610.00	
	Subtotal Phase 1 - General Admin and Coordination	37	48.5	95.5	46	0	51.5	2	18	7	\$ -	\$ -	\$ -	4	6	\$ 10.50	\$ 63,820.00
PHASE 2 - DATA GATHERING AND ANALYSIS																	
6.0	Topographical Surveying																
6.1	Coordination to Collect Exst. Data & Locate Exst. Facilities & Utilities	1		1	1		6	2								\$ 1,838.00	
6.2	Survey Control			1				1								\$ 333.00	
6.3	Field Work and Drawing Preparation (Subconsultant)											\$ 45,310.00				\$ 45,310.00	
6.4	Convert Survey Data for CAD Software			4			20	24								\$ 6,652.00	
7.0	Geotechnical Investigation																
7.1	Coordination for Geotechnical Work	1		1	2											\$ 910.00	
7.2	Establish Project Testing Requirements	1		1	1			2								\$ 968.00	
7.3	Field Work and Laboratory Testing (Subconsultant)											\$ 115,346.15				\$ 115,346.15	
7.4	Analyze Data	2	4	8	20	16										\$ 9,524.00	
8.0	Nondestructive Testing (NDT) and Analysis																
8.1	Coordination for NDT	1		1	2											\$ 910.00	
8.2	NDT and Analysis (Subconsultant)											\$ 56,241.90				\$ 56,241.90	
8.3	Review NDT Report	2	2	8	16	8										\$ 7,044.00	
9.0	Prepare Pavement Rehabilitation and Reconstruction Alternatives	4	12	20	36	32	8									\$ 21,328.00	
10.0	Preliminary Electrical Infrastructure Layout	4	16	24	48	20	20	36								\$ 29,628.00	
11.0	Prepare Preliminary Cost Estimate																
11.1	Calculate Estimated Preliminary Quantities	1		6	12	10	16									\$ 7,680.00	
11.2	Prepare Preliminary Cost Estimate	2	2	4	8	10	2									\$ 5,324.00	
12.0	Analysis of AC 150/5300-13A	2	2	8	16	20	16	4								\$ 11,708.00	
13.0	Prepare Preliminary Concept Report	8	16	24	32	40	24	60	12	2					\$ 800.95	\$ 36,876.95	
14.0	Prepare Modification of Standards - NIC															\$ -	
15.0	Review Environmental Documentation	2	2	2	6				1							\$ 2,802.00	
	Subtotal Phase 2 - Data Gathering and Analysis	31	56	113	200	156	112	129	13	2	\$ 45,310.00	\$ 115,346.15	\$ 56,241.90	0	0	\$ 800.95	\$ 360,424.00

California Redwood Coast - Humboldt County Airport Runway 14-32 and Taxiway Connector Pavement Rehabilitation, and Electrical Improvements Preliminary Concept Report Study Scope of Services														Date: 4/29/2021		
PHASES and TASKS	Mead & Hunt (labor hours and rates)								Subconsultant fee + 15% markup			Expenses			Total Cost	
	Senior Associate	Sr Proj Engineer	Project Engineer / Project Manager	Senior Engineer	Engineer III	Engineer II	Technician II	Administrative Assistant	Clerical	Points West Surveying	CGI Technical Services	Applied Pavement Technology	Auto Rental (Per Day)	Meals (Per Meal)		Reproduction and Shipping
	\$330	\$252	\$212	\$184	\$155	\$145	\$121	\$110	\$84	1	1	1	\$75	\$15	1	
TOTAL PROJECT BUDGET																\$ 424,244.00

EXHIBIT D
MEAD & HUNT BILLING RATE SCHEDULE

MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Effective January 1, 2021

Standard Billing Rates

Clerical	\$84.00 / hour
Technical Editor	\$118.00 / hour
Senior Editor	\$173.00 / hour
Registered Land Surveyor	\$134.00 / hour
Accounting, Administrative Assistant.....	\$110.00 / hour
Technician I, Technical Writer	\$103.00 / hour
Technician II, Surveyor - Instrument Person	\$121.00 / hour
Technician III	\$129.00 / hour
Technician IV	\$148.00 / hour
Senior Technician	\$180.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer, Planner I.....	\$132.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer, Planner II	\$145.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer, Planner III	\$155.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$184.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$212.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$252.00 / hour
Senior Associate, Principal, Senior Client/Project Manager.....	\$330.00 / 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. 2021 is: \$0.56 cents per mile	
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

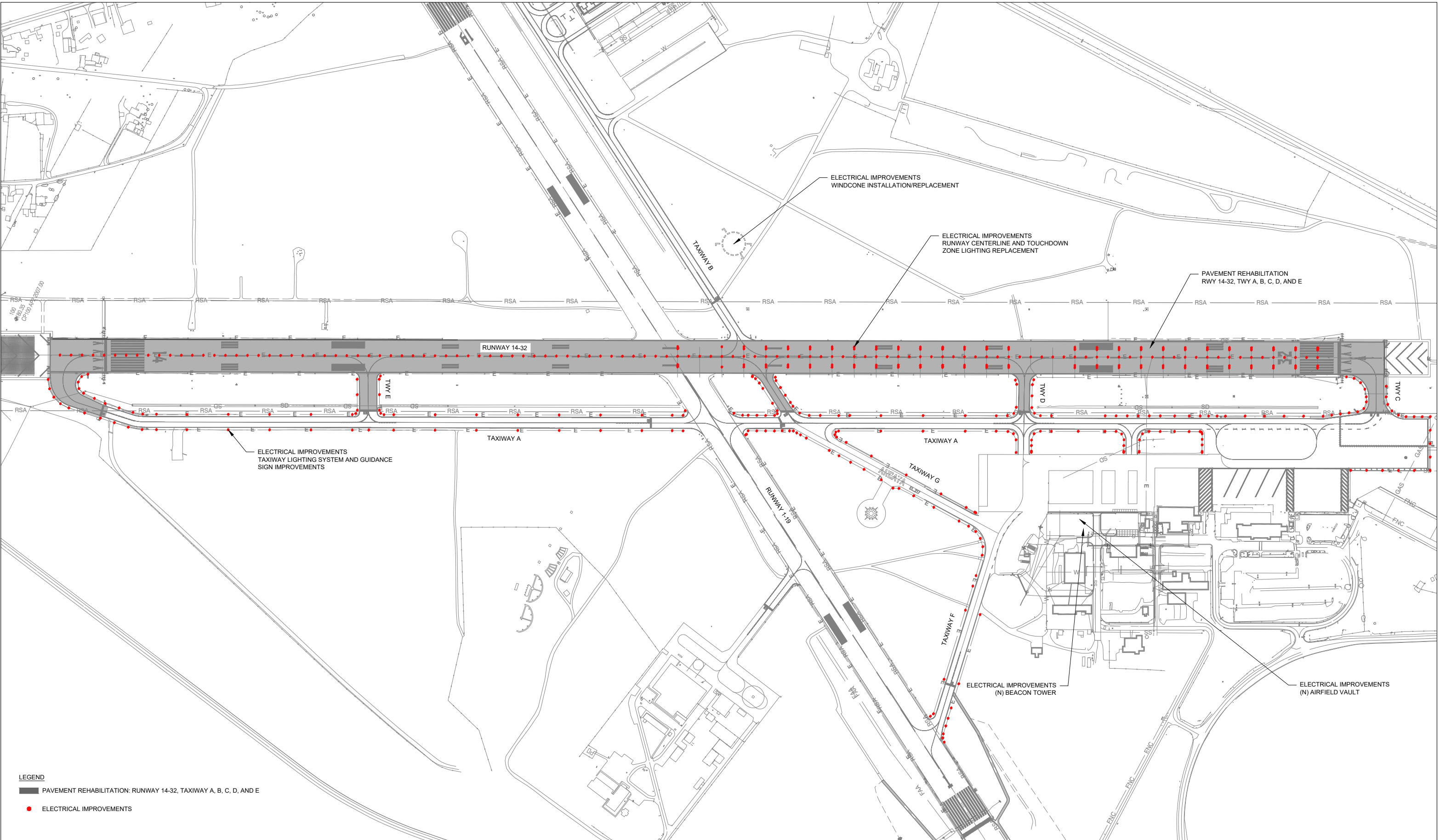
Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.

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, 2021, and will remain in effect until December 31, 2021, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

**Exhibits E, F, G
Drawings**

10/23/2020 12:35:07 PM
X:\0822900\202263\01\TECH\DRAWINGS\EXHIBIT\PROJECT_LAYOUT.DWG



- LEGEND**
- PAVEMENT REHABILITATION: RUNWAY 14-32, TAXIWAY A, B, C, D, AND E
 - ELECTRICAL IMPROVEMENTS



CALIFORNIA REDWOOD COAST
HUMBOLDT COUNTY AIRPORT
RUNWAY AND TAXIWAY CONNECTOR PROJECT

0822900-202263.01
10/21/20

PROJECT LAYOUT

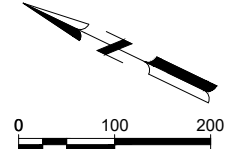
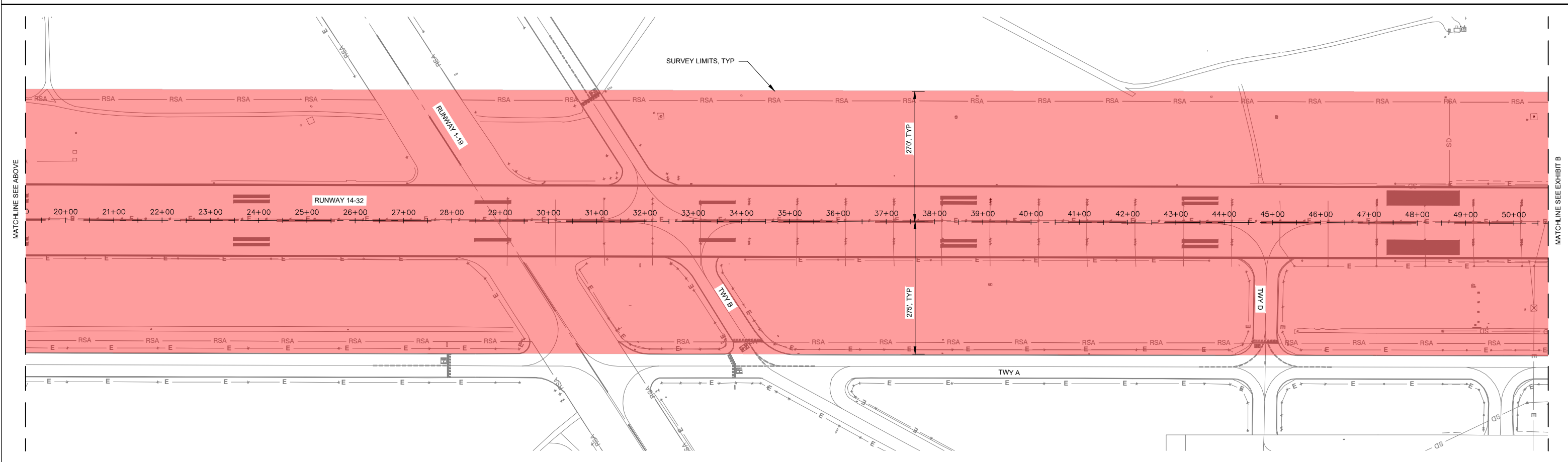
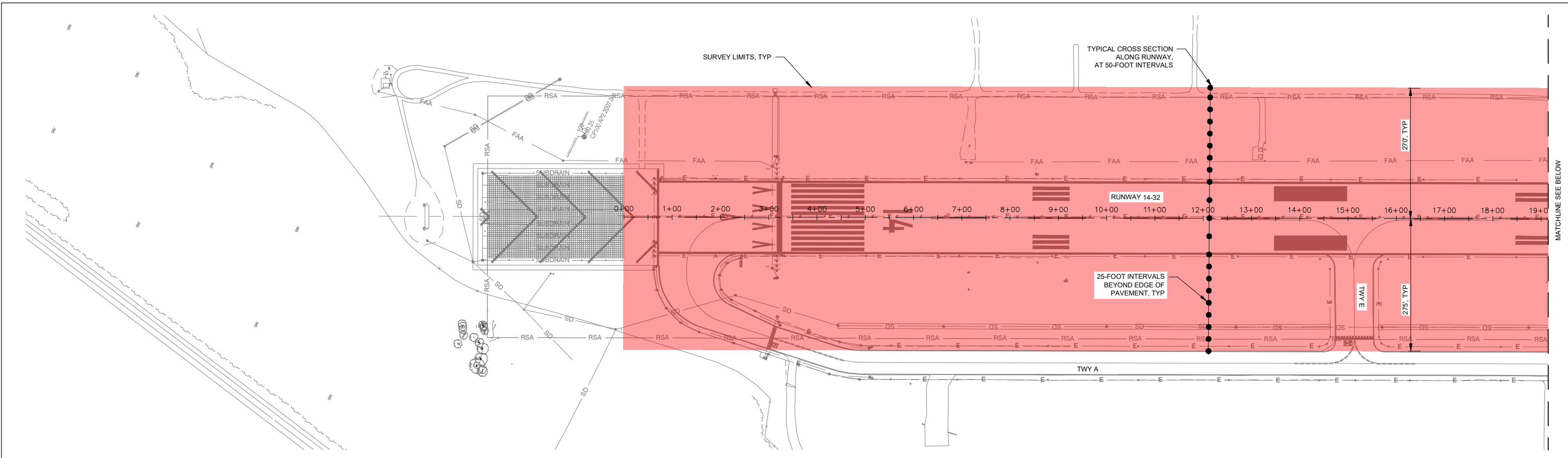


EXHIBIT E

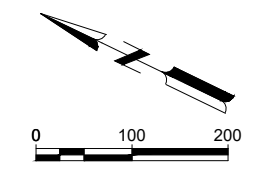
10/22/2020 10:37:29 AM
\\CORP-MFADHUNT.COM\GIS\HARD\FOLDER\ENR\0822900\202263\01\TECH\CDRAWINGS\EXHIBITS\TOPOGRAPHIC SURVEY LIMITS.DWG



CALIFORNIA REDWOOD COAST
HUMBOLT COUNTY AIRPORT
RUNWAY AND TAXIWAY CONNECTOR PROJECT

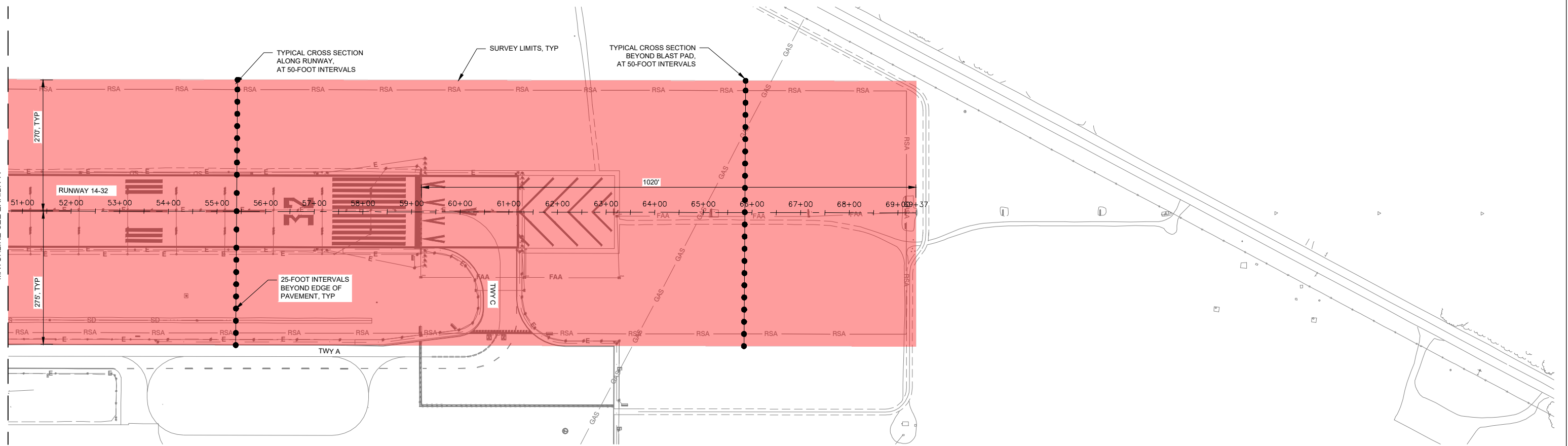
0822900-202263.01
10/21/20

TOPOGRAPHY SURVEY LIMITS



Mead & Hunt
EXHIBIT F

MATCHLINE SEE EXHIBIT A



10/22/2020 12:53:05 PM \\CORP-MEADHUNT.COM\GIS-HARE\DFOLDERS\ENR\0822900\202263.01\TTC\CHICAD\DRAWINGS\EXHIBITS\TOPOGRAPHIC SURVEY LIMITS.DWG



CALIFORNIA REDWOOD COAST
 HUMBOLT COUNTY AIRPORT
 RUNWAY AND TAXIWAY CONNECTOR PROJECT

0822900-202263.01
 10/21/20

TOPOGRAPHY SURVEY LIMITS

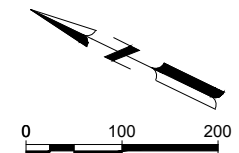
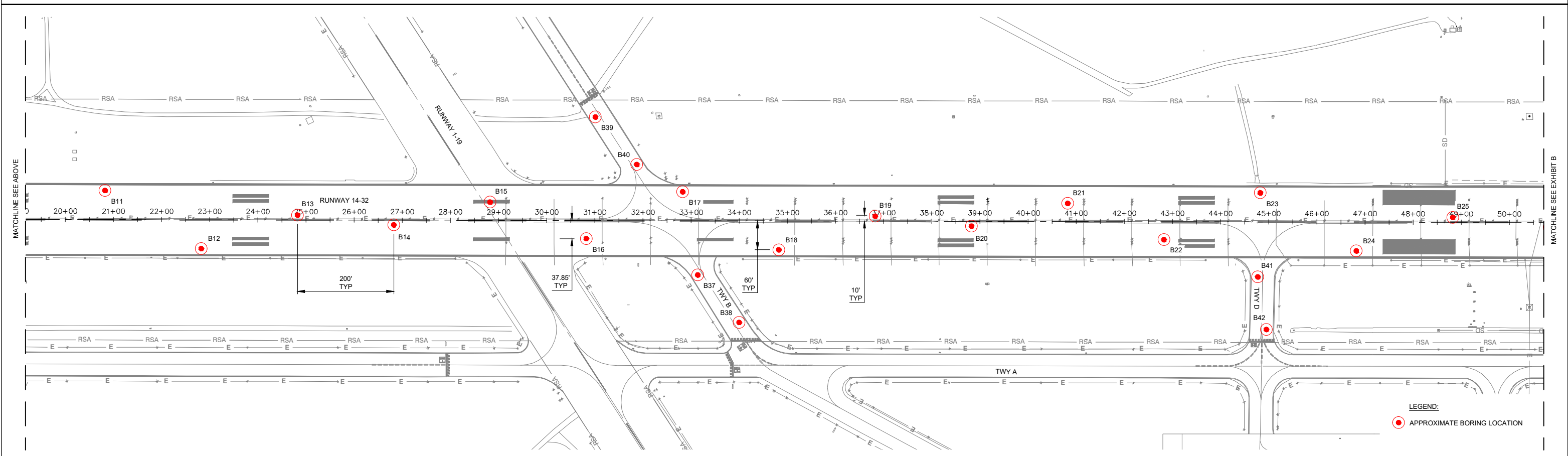
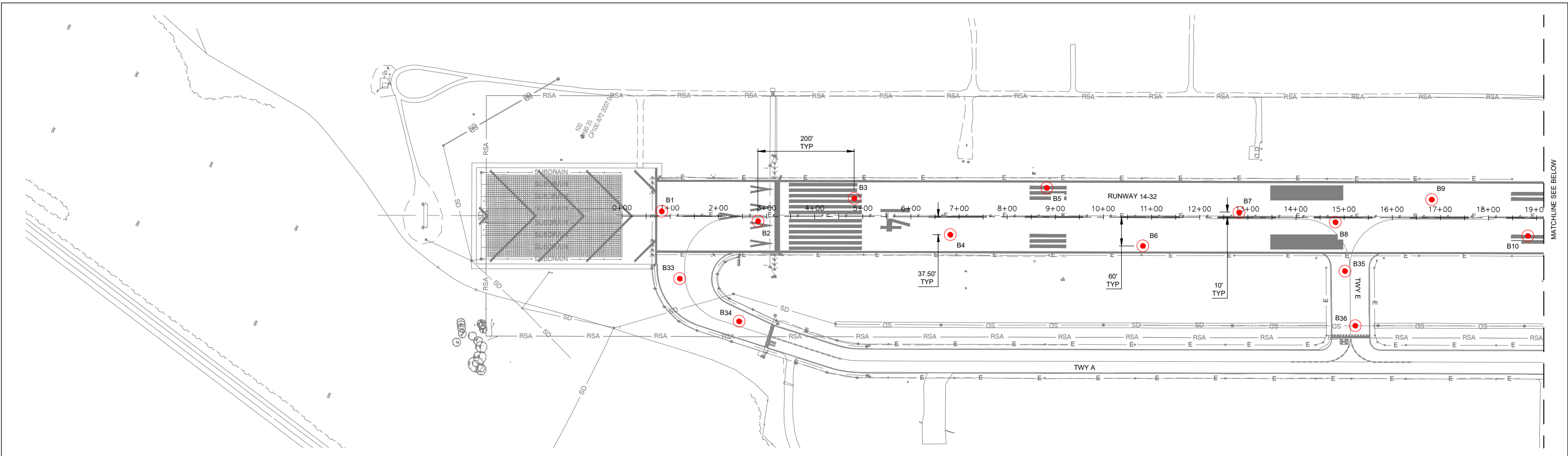


EXHIBIT F



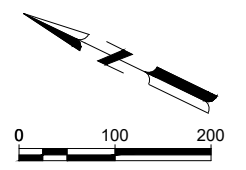
10/22/2020 3:17:48 PM X:\0622900\202263.01\TECH\DRAWINGS\EXHIBITS\G\TECH\INVESTIGATION.DWG



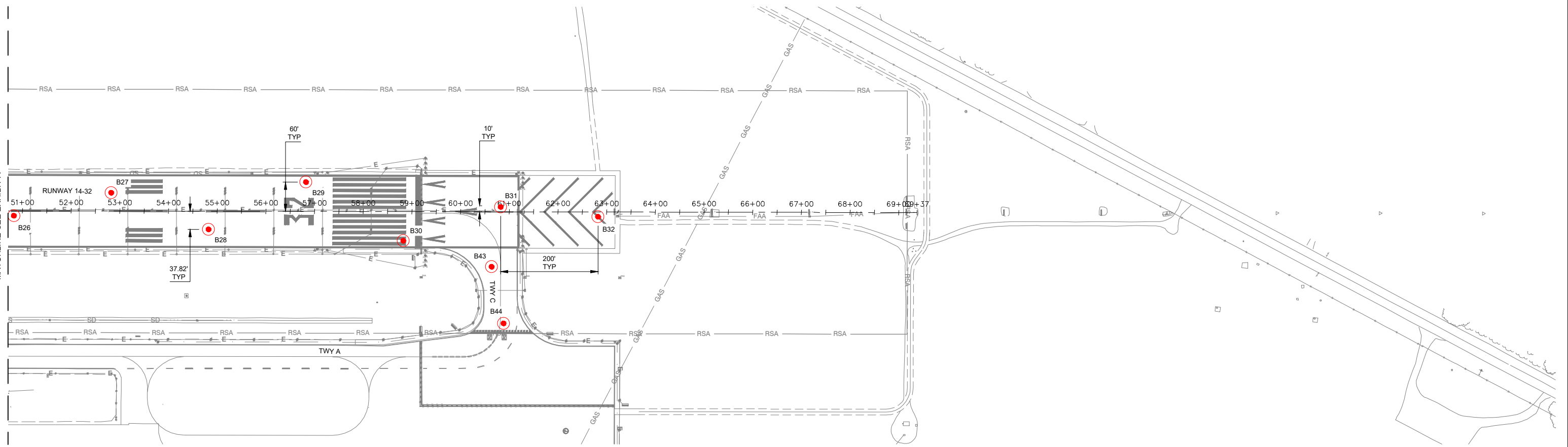
**CALIFORNIA REDWOOD COAST
HUMBOLT COUNTY AIRPORT
RUNWAY AND TAXIWAY CONNECTOR PROJECT**

0822900-202263.01
10/21/20

BORING LOCATIONS



MATCHLINE SEE EXHIBIT A



10/22/2020 3:18:40 PM X:\0822900\202263\3\1\TECH\CAD\DRAWINGS\EXHIBITS\GEO\TECHNICAL\INVESTIGATION.DWG



CALIFORNIA REDWOOD COAST
 HUMBOLT COUNTY AIRPORT
 RUNWAY AND TAXIWAY CONNECTOR PROJECT

0822900-202263.01
 10/21/20

BORING LOCATIONS

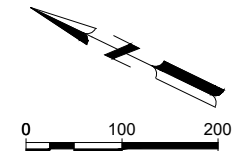


EXHIBIT G