

**CONSTRUCTION AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MSI FUEL MANAGEMENT, INC.**

CALIFORNIA LICENSE NO. 2445780

**CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS
CONTRACTOR REGISTRATION NO. 1000033602**

**PROJECT LOCATION: Garberville Airport (O16), Fortuna Airport (FOT) and California
Redwood Coast-Humboldt County Airport (ACV)**

PROJECT NUMBER: AV-2022-02

This Agreement, is entered into, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and MSI Fuel Management, Inc. a California corporation, hereinafter referred to as "CONTRACTOR," and is made on the last date signed below for the following considerations:

WHEREAS, COUNTY, by and through its Department of Aviation, desires to retain a qualified professional entity to install three QT Pod M4000 self-service fuel terminals at county-owned airports; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the construction services required by COUNTY; and

WHEREAS, COUNTY and CONTRACTOR (collectively, the "Parties") desire to enter into and document their agreement for CONTRACTOR to provide these services to COUNTY and COUNTY to compensate CONTRACTOR.

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

1. SCOPE OF WORK:

CONTRACTOR hereby agrees to provide the products and services described in Exhibit A – Scope of Work, which is attached hereto and incorporated by reference as though fully set forth herein. In providing such services, CONTRACTOR hereby agrees to fully cooperate with the Department of Aviation Director, or a designee thereof, hereinafter referred to as "Director".

2. TERM / TIME OF COMPLETION:

CONTRACTOR shall fully complete the work for the Project within one hundred twenty (120) calendar days from the commencement date given in the Notice to Proceed, described in Section 4.A., below. By executing this Agreement, CONTRACTOR expressly waives any claim for delayed early completion.

A. Time is of the essence. THE PARTIES HEREBY AGREE AND ACKNOWLEDGE TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.

B. Liquidated damages. The Parties hereby agree that if CONTRACTOR fails to completely perform the services described in Exhibit A by the Agreement's Time of Completion, damages will be sustained by COUNTY, and CONTRACTOR hereby agrees pay to COUNTY the sum of one hundred dollars per day (\$100/day) for each and every calendar delay in completion.

C. CONTRACTOR hereby agrees to pay said liquidated damages to COUNTY as incurred or that COUNTY may deduct any liquidated Damages owing from any and all monies due or that may become due to CONTRACTOR under this Agreement.

3. CONSTRUCTION SERVICES:

CONTRACTOR hereby agrees to perform all of the work required for the Project, as specified in the Agreement Documents. CONTRACTOR shall provide, furnish and supply all things necessary and incidental for the timely performance and completion of the work, including, without limitation, provision of all necessary labor, materials, equipment, transportation and utilities, unless otherwise specified in the Agreement Documents. CONTRACTOR hereby further agrees to use its best efforts to complete the work in a professional and expeditious manner and to meet or exceed the performance standards required by the Agreement Documents.

4. BEGINNING OF WORK:

A. CONTRACTOR's receipt of the fully executed Agreement Documents will serve as the "Notice to Proceed" from COUNTY.

B. Upon receipt, CONTRACTOR shall execute the "Acknowledgement of Receipt" attached hereto as Exhibit B and return to the Director.

C. Under no circumstances shall CONTRACTOR enter upon the site of work until in receipt of the "Notice to Proceed" or unless so authorized in writing by COUNTY.

5. COMPENSATION:

The maximum amount payable by COUNTY for any and all products and services provided, including any and all costs and expenses incurred by CONTRACTOR, pursuant to the terms and conditions of this Agreement is sixty-six thousand eight hundred thirty one dollars and ninety eight cents (\$66,831.98). CONTRACTOR hereby agrees to perform any and 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.

6. PAYMENT:

A. Invoices. CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, the Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. 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. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office
Department of Aviation
3561 Boeing Ave.
McKinleyville, California 95519

B. Disputed Costs. COUNTY shall have the right to reasonably and in good faith dispute any portion of any amount billed by CONTRACTOR. If COUNTY believes that CONTRACTOR has billed COUNTY incorrectly, COUNTY must contact CONTRACTOR's customer support department 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 CONTRACTOR, prior to the invoice due date, full payment of the undisputed portion of any fees billed by CONTRACTOR.

7. TERMINATION OF AGREEMENT:

A. Termination For Cause. Should CONTRACTOR fail to perform any of the provisions of the Agreement, COUNTY shall have the right to declare the Agreement terminated. A written notice by COUNTY to CONTRACTOR that the Agreement is terminated shall be deemed a complete termination of same.

B. Effect of Termination. On the Agreement being so terminated, CONTRACTOR shall immediately remove from the premises all or any materials and personal property belonging to CONTRACTOR which have not been used in the construction of the work or which is not in place in the work; and CONTRACTOR shall be liable for all damages caused to COUNTY by reason of failure to complete the Agreement.

8. AGREEMENT DOCUMENTS:

A. Complete Agreement. The "Complete Agreement" between the Parties consists of the combined following documents (the "Agreement Documents"), which are incorporated by reference as though fully set forth herein full:

1. This Agreement;
2. Exhibit A – Scope of Work;
3. General Prevailing Wage Rates, as published by the California Department of Industrial Relations; and
4. Any addenda to any of the above-referenced documents, all of which are on file in the office of the Humboldt County Director of Aviation.

B. Entire Agreement. All rights and obligations of COUNTY and CONTRACTOR are set forth and described in the Agreement Documents. All of the Agreement Documents are intended to be complementary, so that any work called for in one and mentioned in the other is to be performed and executed the same as if mentioned in all said documents. In any conflict between the Agreement Documents and any other alleged agreement between the Parties, the Parties hereby agree the terms and conditions of this Agreement shall control.

9. **PREVAILING WAGE:**

A. **Prevailing Wage Rate.** Pursuant to Section 1770 of the California Labor Code, COUNTY has determined the Prevailing Wage Rate to be as listed by the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94101, Phone: (415) 703-4780. Complete Certified Payrolls must be submitted to the Department of Aviation together with each application for payment.

B. **Registration.** Pursuant to Section 1771.1(a) of the California Labor Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Sections 1770 et seq. of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of Section 1771.1(a) for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

10. **INDEMNIFICATION:**

A. **HOLD HARMLESS, DEFENSE AND INDEMNIFICATION.** CONTRACTOR 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 AND LIABILITIES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND OTHER COSTS OF LITIGATION, ARISING OUT OF, OR IN CONNECTION WITH, CONTRACTOR'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 SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY.

B. **Effect of Insurance.** Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR'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.

11. **INSURANCE REQUIREMENTS:**

This Agreement shall not be executed by COUNTY, and CONTRACTOR 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 CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire 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 CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, 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. If applicable, Environmental Impairment Liability coverage appropriate for the hazardous materials/waste activity contemplated in this Agreement in the amount of One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) annual aggregate. The retroactive date, if any, is to be no later than the effective date of this Agreement.

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, CONTRACTOR. 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 CONTRACTOR 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, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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

AND

Humboldt County Department of Aviation
Attention: Cathy Canepa, Senior Administrative Analyst
3651 Boeing Avenue
McKinleyville, CA 95519

CONTRACTOR: MSI Fuel Management, Inc.
Attention: Trent Douglas
P.O Box 718
Vacaville, CA 95696

12. **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: Cathy Canepa
3561 Boeing Avenue
McKinleyville, CA 95519

CONTRACTOR: MSI Fuel Management, Inc.
Attention: Trent Douglass
P.O Box 718
Vacaville, CA 95696

13. WARRANTY:

CONTRACTOR shall be held responsible to promptly and at its own expense cost make good any defects due to faulty, improper or inferior workmanship or materials arising or discovered in any part of the work within one (1) year after the completion and final acceptance of the same by COUNTY unless a longer period is otherwise called for.

14. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the work performed pursuant to the terms and conditions of this Agreement, including, without limitation, any and all applicable local, state and federal licensure, certification and accreditation standards. All work and materials provided pursuant to the terms and conditions of this Agreement shall be in full compliance with the latest rules and regulations of the Americans with Disabilities Act, State Fire Marshal, the Safety Orders of the Division of Industrial Safety, the National Electric Code, the Uniform Plumbing Code published by the Western Plumbing Officials Association, and other applicable state laws or regulations including all of Title 24, California Code of Regulations. Nothing in this Agreement and the plans or specifications is to be construed to permit work not conforming to these codes.

15. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

16. ASSIGNMENT AND SUBCONTRACTING:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that neither party shall have the right to transfer, delegate, subcontract or assign all or part of its interest in or duties under this Agreement without the prior written authorization of the other party. No assignment or subcontract shall be effective and/or binding upon COUNTY unless COUNTY has received advance actual notice thereof and grants its approval. Said approval shall not be unreasonably withheld. Should CONTRACTOR subcontract any portion of the work to be performed under this Agreement, said subcontractors shall be required by CONTRACTOR to: enter into a written contract with CONTRACTOR acknowledging that no employee/employer relationship exists

between CONTRACTOR and subcontractor and that no Workers' Compensation, unemployment benefits, or other personnel benefits are required by or available to subcontractor through CONTRACTOR or COUNTY; and hold harmless, defend and indemnify CONTRACTOR and COUNTY from and against any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material suppliers, laborers, and any other person, firm or corporation who may be injured or damaged by subcontractor in the performance of this Agreement. CONTRACTOR shall remain fully responsible for compliance with all of the terms and conditions of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.

17. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, 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 any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONTRACTOR 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.

18. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that neither CONTRACTOR, nor its agents, officials, employees, volunteers, licensees, invitees, assignees or subcontractors, shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in Section 812 of Title 21 of the United States Code, including, without limitation, cannabis, heroin, cocaine and amphetamines, at any COUNTY facility or work site. If CONTRACTOR, or any of its agents, officials, employees, volunteers, licensees, invitees, assignees or subcontractors is convicted or pleads nolo contendere to a criminal drug violation occurring at a COUNTY facility or work site, CONTRACTOR shall notify COUNTY of such conviction within five (5) days thereafter. Violation of this provision shall constitute a material breach of this Agreement.

19. PROVISIONS REQUIRED BY LAW:

This Agreement is 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 incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

20. 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.

21. JURISDICTION AND VENUE:

The Parties hereby agree 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.

22. ATTORNEY 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.

23. 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 CONTRACTOR. 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 CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

24. 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 CONTRACTOR is an independent contractor and shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors. At no time shall CONTRACTOR's employees and representatives hold themselves out as COUNTY employees or representatives.

25. INTERPRETATION:

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the

parties, and no rule of construction or interpretation shall apply against any particular party based on a contention that the Agreement was drafted by one of the parties including, without limitation, California Civil Code Section 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

26. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual written consent of the Parties.

27. 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.

28. 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.

29. 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 or other disasters, whether or not similar to the foregoing.

30. ENTIRE AGREEMENT:

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

31. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. 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.

32. 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.

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.

MSI FUEL MANAGEMENT, INC.:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Humboldt County, Purchasing Agent

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Work
- Exhibit B – Acknowledgement of Receipt

EXHIBIT A SCOPE OF WORK

The work to be performed by CONTRACTOR shall be as described below.

CONTRACTOR shall furnish all Labor, Tools, Equipment and Materials and perform all the work to provide a complete functional system including, but not limited to:

1. Remove, and properly dispose of the Q3000 systems at the California Redwood Coast-Humboldt County Airport (ACV), Rohnerville Airport (FOT), and Garberville Airport (O16).
2. Provide, install, and connect Q4000 systems at the ACV, FOT, and O16 airports including, but not limited to, the systems, and all associated components and connections, to ensure the systems are ready for fuel sales transactions upon completion.
3. Reinstall, Repair, Replace and Clean:
 - a. Reinstall, repair and/or replace all existing components and finishes disturbed by the performance of this work.
 - b. Clean all work areas and properly and legally dispose of all debris created by the performance of this work.
4. Miscellaneous Work: Perform all work necessary for a whole, complete and operational installation.
5. Warranties: Warranty includes standard manufacturer's warranty
6. Keep the existing facilities weather tight and take all precautions necessary to protect the facilities during construction.
7. Schedule: CONTRACTOR shall provide county with construction schedule within 10 (ten) days of contract execution.
 - a. CONTRACTOR shall provide COUNTY 48-hour notice prior to beginning work unless specifically authorized to proceed sooner.
8. Use of the Site: Limit use of the premises to areas of work.
 - a. Keep driveways and entrances serving the premises clear.
9. Workers:
 - a. CONTRACTOR shall at all times enforce strict discipline and good order among workers.
 - b. There shall be no smoking in or near the existing facilities.
10. Security: Security and access are important parts of this work and some parts of the building are accessible to the CONTRACTOR after hours and weekends, these areas require prior arrangements for access.

LIST OF ATTACHMENTS TO EXHIBIT A:

Attachment A – MSI FUEL MANAGEMENT, INC.'s Description of Services

ATTACHMENT A
DESCRIPTION OF SERVICES

MSI FUEL MANAGEMENT, INC.

May 2, 2022

Bret Allen
Humboldt County
3561 Boeing Ave
McKinleyville, CA 95519

Reference: Installation of QT M4000 at 3 Humboldt County Airports

Description	Qty	Price	Extension
QT M4000 FMS - PEDESTAL W/1 HOSE CONTROL	3	\$16,495.00	\$49,485.00
ADDITIONAL HOSE CONTROLS	0	\$495.00	\$0.00
SOLID STATE RELAY	3	\$150.00	\$450.00
CELLULAR KIT	3	\$1,100.00	\$3,300.00
EMV CARD READER**	3	\$895.00	\$2,685.00
MANUFACTURER DISCOUNT			
MSI DISCOUNT	3	(\$2,495.00)	(\$7,485.00)
		Equipment Total	\$48,435.00
		Sales Tax	8.500% \$4,116.98
LABOR COSTS			
M4000 STARTUP / INSTALL	3	\$4,400.00	\$13,200.00
M4000 SHIPPING COSTS	3	\$350.00	\$1,050.00
			\$30.00
		System Grand Total	\$66,831.98

Standard Equipment Information:

The M4000 price includes one hose control, 7" color display, backlit keypads, insert style fully encrypted card reader, wired NIC, thermal receipt printer, all weather cover and a stainless steel pedestal.

Items below must be purchased directly from QT Pod:

QT Base Plan Data hosting includes 24/7 Support (Annual) Per Unit \$945.00.
QT Verizon Cellular Plan (Annually) Per Unit \$ 480.00.

Scope of Work:

Remove existing system and install M4000 QT card reader terminal on self-serve fuel islands at KACV, KFOT and O16. Connect each system to one 100 LL hose. Configure system and test.

- Delivery: 45 days
- F.O.B.: Destination
- Terms: Net 30 Days
- Price Quote is valid for 45 days

MSI FUEL MANAGEMENT, INC.

Exclusions:

System start-up does not include any conduit runs and assumes all wiring is in good condition. Existing dispenser must have two stage solenoid control valves and pulsers installed, if not additional equipment will be required.

Special Conditions:

Quote does NOT include QT hosting and cellular data plans. These items are to be purchased separately from the manufacturer.

** EMV Card Reader is currently in the final phase of testing and will be shipped directly to customer when it is available. Release date has not yet been determined.

Labor Rates are based on DIR Prevailing Rates for 1 Journeyman and 1 Apprentice – Class: Communication & Systems Installer.

Should any questions arise, please feel free to contact me.

Sincerely,

Trent Douglass

Trent Douglass
MSI Fuel Management, Inc.
865 Cotting Lane, Suite E
Vacaville, CA 95688

Purchaser agrees to pay all costs associated with this purchase agreement. Purchaser agrees to pay MSI the purchase price pursuant to the terms of this agreement. Payment is due 30 days from MSI Fuel Managements invoice date. Payment of MSI Fuel Managements invoice is not subject to any other conditions including any other agreement between the purchaser and any third party. In the event that payment is not made as agreed, the outstanding balance shall accrue interest at the rate of 1.5% per month until paid. If MSI takes any steps to collect on purchaser's account, including retaining an attorney, Purchaser shall pay all costs of such collection efforts, including reasonable attorney fees.

I have read the above statement and agree to the purchase terms.

Authorized Purchaser

Date

P.O. #

P.O. Box 718, Vacaville, CA 95696 Phone (707)449-4550

EXHIBIT B
ACKNOWLEDGMENT OF RECEIPT

By executing this Acknowledgment of Receipt, MSI Fuel Management, Inc. hereby certifies that it received a copy of the fully executed Agreement Documents, serving as a Notice to Proceed from the County of Humboldt pursuant to Paragraph 4.B. of the Construction Agreement, on _____, 2022.

MSI FUEL MANAGEMENT, INC, INC.:

By: _____

Date: _____

Name: _____

Title: _____