CONSULTANT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
GEOSYNTEC CONSULTANTS, INC.
FOR FISCAL YEAR 2024-2025 AND 2025-2026

This Agreement, entered into this ____ day of _____, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Geosyntec Consultants, Inc., a Florida Engineering Firm, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY owns property identified with Assessor Parcel Numbers 001-191-003 and 001-191-007 and associated with soil and groundwater contamination resulting from operations at the former Eureka Dry Cleaner site; and

WHEREAS, previous site investigation activities ("Phase A") have generated information for understanding the extent and movement of contamination; however, additional site investigation work is necessary to develop an effective and comprehensive remediation strategy and design that can be approved by the North Coast Regional Water Quality Control Board; and

WHEREAS, COUNTY, by and through its Department of Public Works – Environmental Services Division, desires to retain a qualified professional to assist with the second phase ("Phase B") of site investigation and remediation planning and design efforts related to the former Eureka Dry Cleaner site; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, 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, CONSULTANT has specialized knowledge and experience related to investigation and remediation of soil and groundwater impacted by dry-cleaner chemicals; and

WHEREAS, CONSULTANT was previously retained by COUNTY's insurance carriers to provide technical assistance related to this site and through that work has acquired detailed knowledge of site conditions, the conceptual model for migration of contamination, and data gaps; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the professional consulting services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

   A. Professional Services. CONSULTANT hereby agrees to furnish professional consulting services in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Services, Exhibit B – Project Schedule, Exhibit C – Project Budget and Exhibit D – Billing Rate Schedule, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt

County Department of Public Works Director, or a designee thereof, hereinafter referred to as "Director."

B. Internal Controls. CONSULTANT shall maintain any and all appropriate internal financial controls over the funds received and disbursed pursuant to the terms and conditions of this Agreement, including, without limitation, procedures for tracking expenditures of such funds.

C. Provision of Relevant Information. CONSULTANT shall cooperate with COUNTY in completing progress reports and other documents pertaining to the performance of CONSULTANT's obligations hereunder, including, without limitation, providing, in a timely manner, any and all requested information regarding the services provided pursuant to the terms and conditions of this Agreement.

D. Project Access. In order to enable COUNTY to confirm CONSULTANT's compliance with the terms and conditions of this Agreement, CONTRACTOR shall provide COUNTY, and any and all duly authorized representatives thereof, access to all work sites and any other areas associated with the services provided hereunder.

2. OBLIGATIONS OF COUNTY:

A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with any and all background data necessary for CONSULTANT to complete the services required pursuant to the terms and conditions of this Agreement.

B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions related to the services provided pursuant to the terms and conditions of this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's duties and obligations required hereunder. Any and all correspondence pertaining to the performance of CONSULTANT's duties and obligations required hereunder shall be submitted to COUNTY's representative in accordance with the notice requirements set forth herein.

C. Review of Submitted Materials. COUNTY shall thoroughly review any and all reports, proposals and other documents prepared and submitted pursuant to the terms and conditions of this Agreement. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within five (5) calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2026, unless sooner terminated as provided herein.

4. 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 satisfactorily rendered pursuant to the terms and conditions of this Agreement 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.

5. 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 and Fifty Thousand Dollars ($450,000.00). 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 C – Project Budget.

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.

6. 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 (10^{th}) day of each month. CONSULTANT shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. 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: Humboldt County Department of Public Works – Environmental Services Division
Attention: Hank Seemann, Deputy-Director
1106 Second Street
Eureka, California 95501

7. 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 Public Works – Environmental Services Division
Attention: Hank Seemann, Deputy-Director
1106 Second Street
Eureka, California 95501

CONSULTANT: Geosyntec Consultants, Inc.
Attention: Scott Forbess, Senior Principal Engineer
3043 Gold Canal Drive, Suite 100
Rancho Cordova, California, 95670

8. REPORTS:

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

9. 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.

10. 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, policies, 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, policies, 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.

11. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. CONSULTANT hereby agrees to protect all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations and standards.

B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges 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 therewith. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards.

12. 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 any applicable local, state or federal laws, regulations or standards. 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 Part 60 of Title 41 of the Code of Federal Regulations ("C.F.R."); and any other applicable local, state and/or federal laws, regulations and 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.

13. 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.

14. 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.

15. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, if applicable, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for damages related to CONSULTANT's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

16. 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 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 CONSULTANT and 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. 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 regarding the services provided pursuant to the terms and conditions of this Agreement. 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. Such 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 terms and conditions 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: Geosyntec Consultants, Inc.
Attention: Brent Boli, Administrative Specialist
3043 Gold Canal Drive, Suite 100
Rancho Cordova, California, 95670

17. 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 agent, 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. CONSULTANT shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

18. 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 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.

E. Prevailing Wage Requirements. CONTRACTOR agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq*. and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.

19. 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, 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. 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 nor 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 hereunder which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

///

25. 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.

26. 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.

27. STANDARD OF PRACTICE:

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

28. TITLE TO INFORMATION AND DOCUMENTS:

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

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute 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. Any and 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; however, nothing set forth herein shall operate to confer any rights, remedies, obligations or liabilities upon any third parties. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

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

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(D) – Compensation upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – 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 or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

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

39. COUNTERPART EXECUTION:

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

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.

GEOSYNTEC CONSULTANTS:

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Tom Mattson, Director
Public Works Department

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Manager

LIST OF EXHIBITS:

Exhibit A – Scope of Services
Exhibit B – Project Schedule
Exhibit C – Project Budget
Exhibit D – Billing Rate Schedule

EXHIBIT A
SCOPE OF SERVICES

Geosyntec Consultants, Inc.
For Fiscal Years 2024-2025 and 2025-2026

Task 1: Semiannual Groundwater Sampling

CONSULTANT will complete the field work, laboratory analysis, and reporting needed for semiannual monitoring during the term of the Agreement. An encroachment permit will be acquired from the City of Eureka prior to the monitoring event. Geosyntec proposes to subcontract with Confluence Environmental to provide field sampling support to conduct this work. Prior to sampling, water levels will be gauged in all 22 Site wells to the nearest 100th of a foot. Samples will then be collected from 15 of the 22 wells using low flow sampling techniques, consistent with the Monitoring and Reporting Program (MRP). All samples will be shipped under proper chain-of-custody in coolers filled with ice to a California-certified laboratory for chlorinated volatile organic compound analysis by United States Environmental Protection Agency (USEPA) Method 8260B.

Upon receipt of the laboratory analytical results, Geosyntec will prepare the semi-annual groundwater monitoring reports consistent with the requirements of the MRP. A draft report will be provided to the County and any comments will be incorporated into the final report, which will be submitted to the North Coast Regional Water Quality Control Board (NCRWQCB) and uploaded to the State's Geotracker Database.

Task 2: Technical Assistance in Communications with North Coast Regional Water Quality Control Board

CONSULTANT will support COUNTY in communications with the NCRWQCB regarding the status of the project and next steps. CONSULTANT will participate in telephone calls and video-conference meetings and communicate via e-mail as appropriate. Approximately two to three video-conference meetings is anticipated through the term of the Agreement. CONSULTANT may be asked to make presentations regarding site data, conceptual model, and data gaps during video-conference meetings.

Task 3: Remediation Strategy Support

CONSULTANT will support COUNTY with developing a remediation strategy for the Site, which may include the following considerations:

- Potential acquisition of real property by the County.
- Potential removal of buildings.
- Potential redevelopment activities.
- Assessment of human health risks.
- Assessment of grant funding sources, eligibility, and allowable costs.
- Assessment of interim measures.
- Remediation approaches and drawbacks and benefits with and without County property acquisition and with and without removal of buildings.
- Tradeoffs between initial costs and long-term operation and maintenance costs.

Task 4a: 903 4th Street Site Investigation

CONSULTANT will complete the site investigation activities described in the October 20, 2023 memorandum prepared by Geosyntec and approved by the NCRWQCB in a letter dated January 8, 2024. The scope of work will include advancing seven (7) 40-foot borings along 4th Street (Highway 101), J Street, and Pioneer Alley. Up to four grab groundwater samples will be collected in each boring location for analysis of VOCs by USEPA method 8260B. CONSULTANT will acquire all necessary soil boring permits and will coordinate and work with the COUNTY to obtain an encroachment permit from Caltrans for a lane closure of Highway 101 to facilitate sampling activities. Samples will be submitted to analytical laboratory.

CONSULTANT will review analytical data from site investigation activities and prepare data tables and figures. A report will be prepared documenting the field activities conducted, results from the investigation and conclusion and recommendations. The draft report will be provided to the COUNTY for review and comment prior to submittal to the NCRWQCB.

Task 4b: Supplemental Site Investigation

If access is provided by the Owner of 903 4th Street, CONSULTANT will conduct supplemental site investigation activities inside the building. The supplemental scope of work will include advancement of three soil borings inside the building for collection of soil and groundwater or soil vapor samples, depending on the depth of groundwater during the investigation activities. Up to five (5) soil samples will be collected per boring and up on one grab groundwater sample or one soil vapor sample will be collected per boring. In addition, CONULTANT will collect three sub-slab soil vapor samples inside the building. Samples will be submitted to analytical laboratory. CONSULTANT will acquire all necessary soil boring permits. Data and analysis will be incorporated into the report prepared for Task 4a.

Task 5: Remediation Design Investigation

CONSULTANT will prepare a work plan for pre-design investigation activities to assess the feasibility of remediation alternatives and collect information to inform the remediation design. The work plan will include collection of soil, soil vapor, and groundwater samples at approximately ten locations. CONSULTANT will implement the work plan and perform the associated data analysis. CONSULTANT will use the acquired information to prepare a technical memorandum documenting the results and findings.

Task 6: Grant Funding Support

CONSULTANT will collect information regarding SCAP, ECRG, and other funding sources and consult with representatives of grant programs as appropriate. As directed by and in coordination with COUNTY, CONSULTANT will prepare scope of work and/or other supporting documents for grant funding applications. CONSULTANT will support submission of grant application(s) by COUNTY and development of responses to requests for information from grant programs.

Task 7: Remedial Action Plan

CONSULTANT will prepare a Remedial Action Plan which will include, but not be limited to, the following elements:

1. Summary of conceptual site model and risk assessment.
2. Development of remedial action objectives.
3. Development and analysis of alternative remediation alternatives, including:

a) Excavation and site disposal
b) In-situ remediation (chemical or biological)
c) Groundwater extraction treatment
d) Soil vapor extraction or building mitigation

4. Proposed remediation approach (may include a combination of remediation alternatives).
5. Next steps.

CONSULTANT will support communications with NCRWQCB including preparing responses to comments. CONSULTANT will support public engagement and, upon request, provide briefings to COUNTY management and/or Board of Supervisors. CONSULTANT will prepare an administrative draft, review draft, and final version of the Remedial Action Plan.

Task 8: Remedial Design Implementation Plan

CONSULTANT will prepare a remedial design implementation plan (RDIP) based on the results and selected alternative from the Remedial Action Plan described under Task 7. It will include a summary of the site conditions, including the current environmental status, extent contamination, and potential human health risks. It will also outline the remedial objectives, specifying the goals and desired outcomes of the remediation efforts. The RDIP will include details related to implementation including the basis of design, required permits and regulatory approvals required for the project. Pre-field activities will cover site preparation, logistical planning, and health and safety considerations. Construction requirements will specify the materials, labor, and equipment needed for the remediation process. The plan will detail the management of waste, outlining procedures for handling and disposing of contaminated materials safely, and construction quality assurance measures to ensure the remediation work meets all standards and specifications. It will also include design plans and specifications. Additionally, the plan will summarize any required long-term operation, maintenance, monitoring, and reporting requirements, specifying the ongoing activities needed to ensure the effectiveness and compliance of the remediation system. The draft will be provided to the COUNTY for review and approval prior to submittal to the NCRWQCB.

EXHIBIT B
PROJECT SCHEDULE

Geosyntec Consultants, Inc.
For Fiscal Years 2024-2025 and 2025-2026

Task	Schedule
Task 1: Semiannual Groundwater Sampling	1st Half 2025, 2nd Half 2025, 1st Half 2026
Task 2: Technical Assistance in Communications with North Coast Regional Water Quality Control Board	Meetings scheduled based on mutual agreement
Task 3: Remediation Strategy Support	Ongoing through the term of the Agreement
Task 4a: 903 4th Street Site Investigation	Duration of 4-6 months Target completion by March 1, 2025
Task 4b: Supplemental Site Investigation	Duration of 4-6 months Target completion by March 1, 2025
Task 5: Remediation Design Investigation	Duration of 4-6 months Target completion by September 1, 2025
Task 6: Grant Funding Support	As needed
Task 7: Remedial Action Plan	Duration of 3-6 months Target completion by January 1, 2026
Task 8: Remedial Design Implementation Plan	Duration of 2-4 months Target completion by April 1, 2026

EXHIBIT C
PROJECT BUDGET

Geosyntec Consultants, Inc.
For Fiscal Years 2024-2025 and 2025-2026

Task	Budget
Task 1: Semiannual Groundwater Sampling	$52,800
Task 2: Technical Assistance in Communications with North Coast Regional Water Quality Control Board	$14,400
Task 3: Remediation Strategy Support	$15,000
Task 4a: 903 4th Street Site Investigation	$93,000
Task 4b: Supplemental Site Investigation	$15,900
Task 5: Remediation Design Investigation	$100,000
Task 6: Grant Funding Support	$10,000
Task 7: Remedial Action Plan	$75,000
Task 8: Remedial Design Implementation Plan	$50,000
Contingency	$23,900
Total	$450,000

EXHIBIT D
BILLING RATE SCHEDULE

Geosyntec Consultants, Inc.
For Fiscal Years 2024-2025 and 2025-2026

GEOSYNTEC CONSULTANTS
2024 U.S. RATE SCHEDULE

	Rate/Hour
Staff Professional	$155
Senior Staff Professional	$180
Professional	$205
Project Professional	$230
Senior Professional	$255
Principal	$275
Senior Principal	$295
Technician I	$ 82
Technician II	$ 89
Senior Technician I	$100
Senior Technician II	$107
Site Manager I	$120
Site Manager II	$132
Construction Manager I	$142
Construction Manager II	$152
Senior Designer	$190
Designer	$160
Senior Drafter/Senior CADD Operator	$145
Drafter/CADD Operator/Artist	$130
Project Administrator	$ 85
Clerical	$ 70
Direct Expenses	Cost plus 5%
Subcontract Services	Cost plus 5%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	$ 12
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	$ .08

Rates are provided on a confidential basis and are client and project specific.
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services.
Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.