

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
PACE ENGINEERING, INC.
PROJECT NAME: COURTHOUSE TRANSFORMERS REPLACEMENT PROJECT
PROJECT NUMBER: 170239**

This Agreement, entered into this ____ day of _____, 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and PACE Engineering, Inc., a California Corporation hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Facilities Management Division, desires to retain a qualified professional organization to provide certain specified on-call engineering and project management services that are designed to assist COUNTY with the Courthouse Transformers Replacement Project; and

WHEREAS, COUNTY and CONSULTANT have a prior agreement which has expired, not through fault of the CONSULTANT, and COUNTY wishes CONSULTANT to continue with the work; 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 represents that it is adequately trained, skilled, experienced and qualified to perform the types of architectural and engineering consultation services required by COUNTY; 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

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **OBLIGATIONS OF CONSULTANT:**

- A. **Professional Services.** CONSULTANT 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. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director or designee thereof, hereinafter referred to as "Director."
- B. **Additional Services.** No additional services shall be performed by CONSULTANT prior to the execution of a written amendment to this Agreement and the issuance of a separate "Notice to Proceed" authorizing the performance of such additional services. Any amendments authorizing the performance of additional services shall include a detailed description of such services, the dollar value thereof and the method by which such services shall be compensated.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with all background data necessary for CONSULTANT to complete the services required hereunder.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions pertaining to this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations hereunder. All correspondence pertaining to the performance of CONSULTANT's duties and obligations contained herein shall be submitted to COUNTY's representative.
- C. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with any and all background data necessary for CONSULTANT to complete the services required by the project as defined hereunder.
- D. Review of Submitted Materials. COUNTY shall thoroughly review all draft reports, sketches, proposals and other documents submitted by CONSULTANT. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within ten (10) calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin upon execution by both parties and remain in full force and effect until June 30, 2027, 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 by a project specific Task Order issued 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) calendar 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) calendar 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 provided pursuant to the terms and conditions of a project specific Task Order issued 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.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and expenses incurred, by CONSULTANT pursuant to the terms and conditions of this Agreement is One Hundred Sixty-Seven Thousand Five Hundred Dollars (\$ 167,500.00). The specific rates and costs applicable to this Agreement shall be as set forth in Exhibit C – Project Budget.
- B. Additional Services. Any additional services not otherwise set forth in Exhibit A – Scope of Services pursuant to the terms and conditions of this Agreement 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 progress reports and invoices which itemize all services provided as of the invoice date in accordance with the payment schedule set forth in each individual project specific Task Order issued pursuant to the terms and conditions of this Agreement. All invoices submitted by CONSULTANT shall be in a format approved, and shall include backup documentation specified, by Director and the Humboldt County Auditor-Controller. Payment for services rendered, and expenses incurred, pursuant to the terms and conditions of project specific Task Orders issued hereunder shall be made within thirty (30) calendar days after the receipt of approved invoices. Any and all invoices submitted by CONSULTANT shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works – Facilities Management
Attention: Jake Johnson, Interim Deputy Director
1106 Second Street
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and 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
Attention: Thomas K. Mattson, Director
1106 Second Street
Eureka, California 95501

CONSULTANT: PACE Engineering, Inc.
Attention: Tony Bowser, Principal Engineer
5155 Venture Parkway

Redding, CA 96002

8. REPORTS:

CONSULTANT agrees to provide COUNTY with 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 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. 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 relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, 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. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.
- 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 hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state 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 duly authorized local, state or federal agencies. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the requirements of the project 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 the right to review and monitor CONSULTANT's records, programs or procedures, at any time, as well as the overall operation of 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 shall not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In connection with the execution 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. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality 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 and all applicable local, state and federal laws, regulations or standards pertaining to confidentiality and/or privacy.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONSULTANT certifies by its signature below 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 becomes a Nuclear Weapons Contractor.

13. NONDISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subconsultants, 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. CONSULTANT further assures that it, and its subconsultants, 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 herein by reference as if set forth in full.

14. DRUG-FREE WORKPLACE:

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 project specific Task Orders issued hereunder will:
 - 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

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, 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 attorney fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligence, recklessness or willful misconduct in the performance of the services required by project specific Task Orders issued pursuant to the terms and conditions of this Agreement, 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 the services performed by CONSULTANT pursuant to the terms and conditions of project specific Task Orders issued hereunder, regardless of whether or not 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 sufficient proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations set forth herein, CONSULTANT, and its subconsultants 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 or its agents, officers, directors, employees, licensees, invitees, assignees and subconsultants:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001), 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 Four Million Dollars (\$4,000,000) (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, non-owned and hired 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. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations Administration of Self-Insurance shall be filed with the Clerk of the Humboldt County Board of Supervisors.
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.

- A. 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 insureds for liability arising out of the services provided by, or on behalf of, CONSULTANT pursuant to the terms and conditions of project specific Task Orders issued hereunder. 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. If any insurance coverage required in this agreement is provided on a claims-made rather than occurrence form CONSULTANT agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), be shown, and that CONSULTANT shall maintain the required coverage for a period of at least three (3) years after the expiration of this agreement (hereinafter "post agreement coverage") and any extensions thereof. CONSULTANT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage for a minimum of three (3) years after the completion of work.
 3. 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.
 4. 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.
 5. 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.
 6. 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.

7. 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.
8. 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.

- B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

AND

Humboldt County Department of Public Works – Facilities Management
Attention: Jake Johnson, Interim Deputy Director
1106 Second Street
Eureka, California 95501

CONSULTANT: PACE Engineering, Inc.
Attention: Tony Bowser, Principal Engineer
5155 Venture Parkway
Redding, CA 96002

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 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. CONSULTANT shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subconsultants.

18. THIRD PARTY BENEFICIARIES:

CONSULTANT shall require that all subcontractors hereunder agree to be bound by the terms and conditions of this Agreement as applicable. However, nothing in this provision shall operate to confer any rights, remedies, obligations or liabilities upon any third parties.

19. COMPLIANCE WITH APPLICABLE LAWS:

- 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 required by any and all project specific Task Orders issued 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 requirements accreditation standards applicable to the services required by any and all project specific Task Orders issued 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.

20. PROVISIONS REQUIRED BY LAW:

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

21. 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.

22. 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.

23. 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.

24. AGREEMENT SHALL BIND SUCCESSORS:

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

25. 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 which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

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. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

28. 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. It is hereby understood that COUNTY's acceptance of the services performed by CONSULTANT hereunder shall not operate as a waiver or release of any breach of this Agreement.

29. 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 and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONSULTANT shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

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 delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

32. 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.

33. 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, "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.

34. 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.

35. 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.

36. 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 party on the basis that the other party prepared it.

37. 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.

38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, 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.

39. 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.

40. 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.

41. 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 date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

PACE ENGINEERING, INC.:

By: Shawn Wade

Date: 10/6/25

Name: Shawn Wade

Title: Principal/CFO

By: Tony Bowser

Date: 10/6/25

Name: Tony Bowser

Title: Vice President

COUNTY OF HUMBOLDT:

By: _____
Thomas K. Mattson
Public Works Director

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: 10/09/2025

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

The following is the Project Background excerpt directly from RFP DPW2022-001:

"Electrical service is brought to the Humboldt County Courthouse and Correctional Facility via a bank of antiquated, high-voltage 12 kilovolt ("kv") transformers that are currently in operation beyond their useful life. These transformers are on the County's side of the utility meter, which would require the County to repair or replace said transformers in the event of an equipment failure. This situation requires a reconfiguration of the electrical service to the Courthouse and Correctional Facility, including removal of the existing 12kv transformers and close coordination with the utility provider to move voltage reduction to the utility provider's side of the meter. In addition to the necessary transformer replacements, multiple smaller downstream emergency power and electrical service reconfigurations are necessary to improve safety and operations for building occupants."

ORIGINAL AGREEMENT SCOPE

In order to accomplish the project goals outlined above, CONSULTANT understands that this proposal will consist of the following:

- Provide design services as required to eliminate the 12kV service(s) and replace with a single 480VAC service. The step-down transformer will be utility-owned and maintained such that the County personnel has no exposure to 12kV voltage or system components.
- Provide design services as required to replace and consolidate the electrical service(s) through both buildings and provide backup emergency power throughout. This will include modifications to feeder conduit/conductors to ensure that Courthouse circuits are not feeding into the Correctional Facility building and vice versa.
- Provide design services as required to completely separate the IT Building across the street from the Courthouse electrical service. A new electrical service and associated generator system are anticipated to be installed at the IT Building.
- Provide project management services such as project scheduling, technical memorandums, review of permitting requirements, oversee commissioning of generator startups, and all construction administrative services such as answering requests for information (RFIs), submittal reviews, review pay requests, evaluate change orders, construction site visits, and project conference calls to support the project through construction.

Based upon this understanding, our proposed Scope of Services are as follows:

CONSTRUCTION DOCUMENTS

1. Site visits to document, investigate, and walk the Courthouse, Correctional Facility, and IT Building. The purpose of these site visits is to fully document the existing electrical infrastructure throughout. While we have decent documentation for the existing electrical systems, the site visits will confirm our findings from the prior years and also ensure that any changes made are documented.
2. Site visit to meet with PG&E to evaluate the two new electrical services.
3. One-line diagrams depicting electrical modifications and overall power distribution for the Courthouse, Correctional Facility, and IT Building.
4. Coordinate with PG&E as required to establish a new, single, consolidated 480VAC electrical service to feed the Courthouse and Correctional Facility. This includes filing applications and providing necessary load calculations. Application fees shall be paid by the County.
5. Coordinate with PG&E as required to establish a new, single 120/208VAC electrical service

- at the IT Building. This includes filing applications and providing necessary load calculations. Application fees shall be paid by the County.
6. Overall Demo electrical plans showing the locations of the existing service points, transformers, generators, and distribution panels. The demo plan will be accompanied by a comprehensive sequence of operations adequately describing the removal of existing electrical equipment, utility coordination, and installation of new equipment throughout the Courthouse, Correctional Facility, and IT Building.
 7. Overall electrical plans showing locations of new distribution panels, transformers, generators, and switchboards. As stated above, the sequence of operations shall adequately describe the work associated with the shown improvements.
 8. Enlarged power plans showing specific electrical work being performed in various areas of the buildings. Conduit/Conductors and all final locations shall be properly detailed and in accordance with the California Electrical Code.
 9. Panelboard schedules with modifications and connections to new loads clearly detailed.
 10. Electrical load calculations in accordance with the Authority Having Jurisdiction (AHJ).
 11. Electrical details as required to depict the improvements shown on the drawings.
 12. Electrical and generator specifications will be included in a separate binder in 2004 CSI format.
 13. Provide Electrical Distribution Compliance documentation in accordance with 2019 Title 24 requirements.
 14. It is anticipated that there will be several new concrete pads required for generators, distribution panels, transformers, and switchboards. These concrete pads will each be engineered for supporting and anchoring the associated equipment.
 15. Structural calculations shall be provided for the seismic anchoring of the new electrical equipment to the associated concrete pad.
 16. Specifications for all structural components shall be included on the drawings.
 17. Structural drawings shall be stamped and signed by a Structural Engineer with current registration in California.
 18. Electrical drawings shall be stamped and signed by an Electrical Engineer with current registration in California.
 19. Address plan review comments as required by the AHJ.
 20. Drawings and specifications shall be suitable for bidding and constructing the improvements.

CONSTRUCTION ADMINISTRATION

1. Respond to questions from the Contractor(s) during bidding.
2. Respond to RFIs.
3. Review product submittals for conformance to the Construction Documents.
4. Provide periodic site visits to review improvements and installation and to answer questions.
5. Incorporate as-built markups from the Contractor at the end of construction to create Record Drawings.

SERVICES TO BE INCLUDED BEYOND ORIGINAL SCOPE

The following scope is in addition to the above original scope of the prior agreement and are added as a result of additional information discovered through the course of design.

ELECTRICAL

1. Site visit and meetings:
 - a. One site visit during design to confirm existing conditions.

- b. Attend virtual meetings, as necessary.
- 2. Construction Document:
 - a. Revised one-line diagram.
 - b. Revised electrical plans.
 - c. Revised electrical load, voltage drop, and short circuit calculations.
 - d. Revised generation system design.
- 3. Construction Administration:
 - a. One site visit during construction.
 - b. Review submittals.
 - c. Respond to RFIs.

STRUCTURAL

- 1. Site visit and meetings:
 - a. One site visit to determine existing conditions.
 - b. Attend virtual meetings, as necessary to determine project structural requirements.
- 2. Geotechnical Engineering provided by a sub-consultant.
- 3. Construction Documents. Drawings will be provided for the following items:
 - a. Switchgear seismic anchorage, concrete pad and masonry enclosure. Razor wire or similar climbing deterrent will be shown on top of wall.
 - b. Generator anchorage and concrete pad. Maintenance access platforms on both sides of the generator. Platforms would likely be constructed of metal grating or similar product. Fencing around generator area.
- 4. Construction Administration:
 - a. One site visit during construction.
 - b. Review submittals.
 - c. Respond to RFIs.

SURVEY

- 1. Perform site survey and prepare a topographic map in AutoCAD format showing the following information:
 - a. Trees - location and diameter.
 - b. Roads and access driveways.
 - c. Drainage courses.
 - d. Topography at one-foot intervals.
 - e. Existing site improvements, including:
 - i. Structures (building corners and posts/columns).
 - ii. Curbs.
 - iii. Paving.
 - iv. Concrete walkways.
 - v. Existing site utilities visible from the surface.
 - vi. Spot elevations as required by Client and/or Owner.
 - vii. Finish floor elevations of all structures and at all door landings.
 - viii. Significant grade changes (e.g., stairs, ramps, and vertical edges).
 - ix. Delineation of unique site features as needed to provide a complete description of the existing condition of the survey area.

ASSUMPTIONS

- 1. Survey work will be performed at prevailing wage rates.
- 2. Construction staking is excluded from our scope but can be provided on a time-and-expenses basis.

EXCLUSIONS

1. Site visits beyond those listed in the Scope of Services. Any additional requested site visit will be performed on a time-and-expense basis.
2. Preparation of front-end documentation for the specifications and/or legal documents.
3. Special inspections during construction such as welding, concrete testing, soil compaction and concrete anchor testing
4. Cost estimating services.
5. Additional engineering services not described in the above Scope of Services.
6. Permit and/or utility application fees.

EXHIBIT B

PROJECT SCHEDULE

PROJECT SCHEDULE

The following is a tentative schedule for the continued design and construction of the project. It is anticipated that these dates will be modified as required. In addition, it is understood that multiple items will be owner-furnished, contractor-installed (OFCI) in order to expedite the project and ensure that project funding can be effectively utilized. The availability of these items may have a material effect on the schedule.

The list of OFCI equipment is as follows:

1. One new generator and three new automatic transfer switches (ATS) at the Courthouse.
2. One new generator and one new ATS at the IT Building.
3. One new transformer at the Courthouse.

A tentative schedule for the entire project is as follows:

1. Resume Design: July 7, 2025
2. 50% Submittal: October 3, 2025
3. County Review: October 17, 2025
4. 90% Submittal: November 28, 2025
5. County Review: December 12, 2025
6. 100% Submittal: January 9, 2026
7. Project Approval: January 30, 2026
8. Open Bids: March 20, 2026
9. Project Award: April 17, 2026
10. Begin Construction: April 24, 2026
11. Finish Construction: June 11, 2027

EXHIBIT C PROJECT BUDGET

1 Basis of Compensation as a Fixed Fee

- 1.1 Excluding Additional Services only, the fixed fee identified in the Agreement shall be full compensation for all Services required, performed or accepted under this Agreement, and shall include without limitation, costs for Expenses as identified below necessary to perform the Services.
- 1.2 Progress payments for Services shall be made monthly based upon Consultant's percentage completion of the Services as determined by County, unless County and Consultant expressly agree otherwise.

2 Payment Procedures / Work Breakdown Structure

- 2.1 The Work will be performed with the maximum compensation assigned to each task for Engineering Services as follows:

2.1.1 Engineering Basic Services Fee:

	<u>Prior Agreement</u>	<u>This Agreement</u>
• Electrical:		
○ T100-Construction Documents	\$ 95,000	\$ 60,000
• T100 Previously Paid	-\$ 95,000	
○ T200-Construction Administration	\$ 35,000	\$ 15,000
• Structural:		
○ Construction Documents		\$ 25,000
○ Geotechnical		\$ 19,000
○ Construction Administration		\$ 5,500
• Site Survey		\$ 8,000
Subtotals	\$ 35,000	+ \$132,500

2.1.2 **Engineering Services Fee Total:** **\$167,500**

2.1.3 Expenses: Included in Basic Services Fees above.

- 2.2 All billings and requests for progress payments shall require a written invoice from Consultant in a form acceptable to County. Consultant shall submit all billings with all necessary invoices, deliverables, or other appropriate evidence of performance. County shall make payment on approved amounts within each invoice within 30 days of receipt.
- 2.3 Expenses. Consultant's expenses are included in the compensation for Basic Services, and include actual out of pocket expenditures made by Consultant and subconsultants on behalf of County in the interest of PROJECT. No additional compensation shall be due for Consultant's expenses.

2.4 Additional Services. County will pay the Consultant for Additional Services as agreed to in a written addendum or amendment ("amendment") to this Agreement executed by County and the Consultant. Payment for all such Additional Services shall be as follows:

2.4.1 General. For Additional Services of Consultant's professional staff engaged directly on the Project, on the basis of a lump sum negotiated between the parties, or, at County's option, at Consultant's Billing Rates plus Reimbursable Expenses Related to Additional Services up to a guaranteed maximum price (GMP).

2.4.2 Subconsultants. For Additional Services of subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant therefore times [1.1] for general and administrative expenses. For Additional Services billed on an hourly basis, Consultant agrees that all subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of County.

2.4.3 Amendments must be negotiated and signed by the Consultant and County prior to commencing work of Additional Services; otherwise, such costs are deemed within Basic Services.

2.5 Definitions

2.5.1 "Additional Services" mean services beyond the scope of the Services defined in this Agreement, identified as Additional Services in Exhibit A-Scope of Work.

2.5.2 "Billing Rates" shall be the hourly rates indicated on Exhibit D-Billing Rate Schedule. Where exact Billing Rates are not agreed upon and a multiplier method is used, then Billing Rates shall be calculated on the basis of "Actual Salary" (raw salary excluding all other salary related and/or fringe benefit costs of any type, nature or description), times the agreed multiplier. (Such multiplier shall include overhead, general and administrative expenses, employee fringe benefits, profit, interest on invested capital, readiness to serve, and all other contingencies and other considerations for the work of this Agreement.)

2.5.2.1 Billing rates shown in Exhibit D – Billing Rate Schedule generally include yearly escalation factors. Where the rates do not include these factors, and if additional services are necessary beyond the times indicated in the rate sheets, escalated rates shall be provided prior to execution of any amendments including additional services.

2.5.3 "Reimbursable Expenses Related to Additional Services" shall be limited to the list of reimbursable expenses listed in Exhibit D-Billing Rate Schedule and the specific expenses identified below. All other expenses are not reimbursable and are deemed included in the Billing Rate.

2.5.3.1 Travel Costs. The reasonable expense of travel costs incurred by Consultant when requested by County to travel to a location more than 200 miles from either the Project site, the Consultant's office(s), or County's office, incurred performing Additional Services.

2.5.3.2 Delivery Costs. Overnight delivery costs incurred performing Additional Services.

2.5.3.3 Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and other documents required under this Agreement, if any, incurred performing Additional Services.

2.5.3.4 Calculation. County shall pay Consultant the actual cost of all Reimbursable Expenses Related to Additional Services times [1.1] for general and administrative expenses, up to the guaranteed maximum reimbursable expense cost (GMREC).

END OF EXHIBIT C

EXHIBIT D BILLING RATE SCHEDULE



5155 VENTURE PARKWAY
REDDING, CA 96002
(530) 244-0202

FEE SCHEDULE

RATES FOR PROFESSIONAL SERVICES

Effective through December 31, 2025

LABOR CLASSIFICATION	BILLING CLASS	HOURLY RATE
Managing Engineer	E7	\$271
Principal Engineer/Surveyor	E6/LS6	\$256
Senior Engineer/Surveyor	E5/LS5	\$235
Associate Engineer/Surveyor	E4/LS4	\$211
Staff Engineer/Surveyor - Grade 3	E3/LS3	\$190
Staff Engineer/Surveyor - Grade 2	E2/LS2	\$179
Staff Engineer/Surveyor - Grade 1	E1/LS1	\$162
Technician 4	T4	\$179
Technician 3	T3	\$161
Technician 2	T2	\$146
Technician 1	T1	\$127
One-Man Survey Crew	SC1	\$298
One-Man Survey Crew (O/T)	SC1x	\$350
Two-Man Survey Crew	SC2	\$379
Two-Man Survey Crew (O/T)	SC2x	\$448
Three-Man Survey Crew	SC3	\$467
Three-Man Survey Crew (O/T)	SC3x	\$547
Admin. Clerk 3	AD3	\$100
Admin. Clerk 2	AD2	\$89
Admin. Clerk 1	AD1	\$82

EXPENSES	
Meals and Lodging:	At cost (out-of-town and overnight work only).
Vehicle Transportation:	Included in hourly rates unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
Express Mail/Federal Express:	At cost.
Outside Services and Fees:	At cost plus 10% administrative fee.
Equipment:	Included in hourly rate unless specifically indicated otherwise in Agreement.
Rates for expert witness services will be as set forth in the Engineering Agreement.	
Rates are effective through the date shown above and are subject to annual revisions. Services will be billed at the hourly rates in place at the time service is provided.	
Refer to Prevailing Wage Fee Schedule for hourly rates on prevailing wage projects.	

BILLING RATE SCHEDULE (CONT'D)



5155 VENTURE PARKWAY
REDDING, CA 96002
(530) 244-0202

FEE SCHEDULE

RATES FOR PREVAILING WAGE PROFESSIONAL SERVICES

Effective through December 31, 2025

LABOR CLASSIFICATION	HOURLY RATE
Prevailing Wage Group 2 - Construction Observer	\$229
Prevailing Wage Group 2 - Construction Observer (O/T)	\$270
Prevailing Wage Group 2 - Construction Observer (2x O/T)	\$311
Prevailing Wage One-Man Survey Crew	\$352
Prevailing Wage One-Man Survey Crew (O/T)	\$389
Prevailing Wage One-Man Survey Crew (2x O/T)	\$425
Prevailing Wage Two-Man Survey Crew	\$484
Prevailing Wage Two-Man Survey Crew (O/T)	\$572
Prevailing Wage Two-Man Survey Crew (2x O/T)	\$659
Prevailing Wage Three-Man Survey Crew	\$639
Prevailing Wage Three-Man Survey Crew (O/T)	\$752
Prevailing Wage Three-Man Survey Crew (2x O/T)	\$866

EXPENSES	
Meals and Lodging:	At cost (out-of-town and overnight work only).
Vehicle Transportation:	Included in hourly rates unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
Express Mail/Federal Express:	At cost.
Outside Services and Fees:	At cost plus 10% administrative fee.
Equipment:	Included in hourly rate unless specifically indicated otherwise in Agreement.
Rates are effective through the date shown above and are subject to annual revisions. Services will be billed at the hourly rates in place at the time service is provided.	

END OF EXHIBIT D