

**CONSTRUCTION AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
ZERLANG AND ZERLANG MARINE SERVICES**

CALIFORNIA TAX IDENTIFICATION NO. 26-3518589

**CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS
CONTRACTOR REGISTRATION NO. 1000064950**

PROJECT LOCATION: [AIRPORT INFORMATION OR ADDRESS]

PROJECT NUMBER: AV-2023-03

This “Construction Agreement” (the “Agreement”), is entered this 27th day of June 2023, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and ZERLANG AND ZERLANG MARINE SERVICES, a Sole Proprietorship, hereinafter referred to as “CONTRACTOR,” and is made on the following considerations:

WHEREAS, COUNTY, by and through its Department of Aviation, desires to retain a qualified professional to provide labor, equipment, and materials for removal of four (4) tree clusters at the Murray Field Airport (EKA); 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 skilled services and is unable to hire employees for the performance thereof for the temporary period; and

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

WHEREAS, COUNTY has relied upon CONTRACTOR’s representations regarding its professional ability and training as a material inducement to enter into this Agreement; and

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

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereto mutually agree as follows:

1. SCOPE OF WORK:

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

2. TERM / TIME OF COMPLETION:

CONTRACTOR shall fully complete the work for the Project within ninety (90) calendar days from the commencement date given in the Notice to Proceed, described in Section 4.A., below. By executing this Agreement, CONTRACTOR expressly waives any claim for delayed early completion.

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

B. Liquidated damages. The Parties hereby agree that if CONTRACTOR fails to completely perform the services described in Exhibit A by the Agreement's Time of Completion, damages will be sustained by COUNTY, and CONTRACTOR hereby agrees pay to COUNTY the sum of fifty dollars per day (\$50/day) for each and every calendar delay in completion.

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

3. CONSTRUCTION SERVICES:

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

4. BEGINNING OF WORK:

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

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

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

5. COMPENSATION:

A. The maximum amount payable by COUNTY for any all products and services provided, including any and all costs and expenses incurred by CONTRACTOR, pursuant to the terms and conditions of this Agreement, shall not exceed Twenty-Two Thousand Eighty Dollars (\$22,080.00). CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

6. PAYMENT:

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

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

B. Disputed Costs. COUNTY shall have the right to reasonably and in good faith dispute any portion of any amount billed by CONTRACTOR. If COUNTY believes that CONTRACTOR has billed COUNTY incorrectly, COUNTY must contact CONTRACTOR's customer support department no later than thirty (30) days after the date on the invoice in which the error or problem appeared, in order to receive an adjustment or credit. Such notification shall include written documentation which identifies and substantiates the disputed amount. Notwithstanding the foregoing, COUNTY shall submit to CONTRACTOR, prior to the invoice due date, full payment of the undisputed portion of any fees billed by CONTRACTOR.

7. TERMINATION OF AGREEMENT:

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

B. 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 CONTRACTOR 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, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

8. AGREEMENT DOCUMENTS:

A. Complete Agreement. The complete Agreement between the parties hereto shall consist of the following, hereinafter referred to as the "Agreement Documents," which are hereby incorporated into

this Agreement by reference as if set forth in full, as applicable:

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

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

9. **PREVAILING WAGE:**

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

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

10. **INDEMNIFICATION:**

A. **HOLD HARMLESS, DEFENSE AND INDEMNIFICATION**. CONTRACTOR SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY COUNTY AND ITS AGENTS, OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES AND LIABILITIES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND OTHER COSTS OF LITIGATION, ARISING OUT OF, OR IN CONNECTION WITH, CONTRACTOR'S NEGLIGENT PERFORMANCE OF, OR FAILURE TO COMPLY WITH, ANY OF THE DUTIES AND/OR OBLIGATIONS CONTAINED HEREIN, EXCEPT SUCH LOSS OR DAMAGE WHICH WAS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY.

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

11. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. If applicable, Environmental Impairment Liability coverage appropriate for the hazardous materials/waste activity contemplated in this Agreement in the amount of One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) annual aggregate. The retroactive date, if any, is to be no later than the effective date of this Agreement.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a

provision stating that such coverage:

- a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

///

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

AND

Humboldt County Department of Aviation
Attention: Cody Roggatz – Director of Aviation
3561 Boeing Avenue
McKinleyville, CA 95519

CONTRACTOR: ZERLANG AND ZERLANG MARINE SERVICES
Attention: Leroy Zerlang
1493 Fay Avenue
Samoa, CA 95564

12. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Aviation
Attention: Cody Roggatz – Director of Aviation
3561 Boeing Avenue
McKinleyville, CA 95519

CONTRACTOR: ZERLANG AND ZERLANG MARINE SERVICES
Attention: Leroy Zerlang
1493 Fay Avenue
Samoa, CA 95564

13. WARRANTY:

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

14. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the work performed pursuant to the terms and conditions of this Agreement, including, without limitation, any and all applicable local, state and federal licensure, certification and accreditation standards. All work and materials provided pursuant to the terms and conditions of this Agreement shall be in full compliance with the latest rules and regulations of the Americans with Disabilities Act, State Fire Marshal, the Safety Orders of the Division of Industrial Safety, the National Electric Code, the Uniform Plumbing Code published by the Western Plumbing Officials

Association, and other applicable state laws or regulations including all of Title 24, California Code of Regulations. Nothing in this Agreement and the plans or specifications is to be construed to permit work not conforming to these codes.

15. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR hereby certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

16. ASSIGNMENT AND SUBCONTRACTING:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that neither party shall have the right to transfer, delegate, subcontract or assign all or part of its interest in or duties under this Agreement without the prior written authorization of the other party. Notwithstanding the foregoing, CONTRACTOR may assign its rights, delegate its duties or otherwise transfer all or part of its performance hereunder to any subsidiary of CONTRACTOR. No assignment or subcontract shall be effective and/or binding upon COUNTY unless COUNTY has received advance actual notice thereof and grants its approval. Said approval shall not be unreasonably withheld. Should CONTRACTOR subcontract any portion of the work to be performed under this Agreement, said subcontractors shall be required by CONTRACTOR to: enter into a written contract with CONTRACTOR acknowledging that no employee/employer relationship exists between CONTRACTOR and subcontractor and that no Workers' Compensation, unemployment benefits, or other personnel benefits are required by or available to subcontractor through CONTRACTOR or COUNTY; and hold harmless, defend and indemnify CONTRACTOR and COUNTY from and against any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material suppliers, laborers, and any other person, firm or corporation who may be injured or damaged by subcontractor in the performance of this Agreement. CONTRACTOR shall remain fully responsible for compliance with all of the terms and conditions of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.

17. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its

subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time.

18. DRUG-FREE WORKPLACE CERTIFICATION:

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

19. PROVISIONS REQUIRED BY LAW:

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

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

21. JURISDICTION AND VENUE:

This Agreement shall be construed under the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

22. ATTORNEY FEES:

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

in whose favor final judgment is rendered.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

24. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar collaborative association or legal entity. Both parties further agree that CONTRACTOR is an independent contractor and shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors. At no time shall CONTRACTOR's employees and representatives hold themselves out to be COUNTY employees or representatives.

25. INTERPRETATION:

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

26. AMENDMENT:

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

27. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

28. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

29. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall

include, without limitation, acts of God, third-party labor strikes or lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

30. ENTIRE AGREEMENT:

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

31. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

32. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[SIGNATURE PAGE FOLLOWS]

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

ZERLANG AND ZERLANG MARINE SERVICES, SOLE PROPRIETORSHIP:

By:  _____

Date: 06/22/23

Name: Leroy Zerlang

Title: Owner

COUNTY OF HUMBOLDT:

By: _____
Humboldt County, Purchasing Agent

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: 06/23/2023

LIST OF EXHIBITS:

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

EXHIBIT A SCOPE OF WORK

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

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

1. Specific scope of work is included as attachments to this Exhibit A and listed below.
2. Remove by felling four clusters of trees:
 - a. Remove Obstacle 30-6, which includes one 12-inch Sitka tree on the southwest bank of the slough.
 - b. Remove Obstacle 30-10, which includes two 12-inch Sitka trees, one 6-inch Sitka tree, and two dead 8-inch Sitka trees located on the southwest bank of the slough.
 - c. Remove Obstacle 30-11, which includes one 8-inch, one 10-inch, and one 12-inch Sitka trees located on the southwest bank of the slough.
 - d. Remove Obstacle 30-5, which includes one 12-inch Sitka tree on the southeast levee center of the slough.
3. Miscellaneous Work: Perform all work necessary for a whole, complete and compliant removal of four obstacle tree clusters, including:
 - a. Trim remaining trees in Obstacle areas to manageable dimensions, per Natural Resources Management Corporation specifications.
 - b. Place cut trees behind tarmac near EKA Gate #4 for COUNTY disposal.
 - c. Plant three Coyote Brush (*Baccaris pilularis*) plants for each tree cluster removed.
4. Not allow tree material or equipment to enter the slough at any point.
5. Schedule: CONTRACTOR shall provide county with construction schedule within 10 (ten) days of contract execution.
 - a. CONTRACTOR shall provide COUNTY 48-hour notice prior to beginning work unless specifically authorized to proceed sooner.
 - b. Work will require approximately four days to complete.
6. Use of the Site: Limit use of the premises to areas of work.
 - a. Keep driveways and entrances serving the premises clear.
7. Workers:
 - a. CONTRACTOR shall at all times enforce strict discipline and good order among workers.
 - b. There shall be no smoking in or near the worksites.
8. Noise and Vibration Abatement and Notices: Limit noise and vibration to a reasonable level.
9. Building Access and Security:
 - a. Access: Normal/Regular building hours are Monday through Friday, 8:00 AM to 5:00 PM.
 - b. Work Hours: Work is performed around tide schedule to ensure least disruption to the slough and that minimizes production of Noise and Vibration.
 - c. Work may be able to be performed after hours and on weekends, but only with prior approval of COUNTY.
10. Security: Security and access are important parts of this work, and some parts of the building are accessible to the CONTRACTOR after hours and weekends, these areas require prior arrangements for access.

LIST OF ATTACHMENTS TO EXHIBIT A:

Attachment A – Zerlang and Zerlang Marine Services Construction Proposal

**ATTACHMENT A
CONTRACTOR CONSTRUCTION PROPOSAL**



ZERLANG AND ZERLANG MARINE SERVICES

1493 Fay Ave Samoa, CA 95564
zandzmarine@gmail.com
707.443.5180

06/19/2023

Mr. Curtis Eikerman
Humboldt County Dept. of Aviation
3561 Boeing Ave.
Mckinleyville, CA 95519

Curtis,

Zerlang & Zerlang is honored to provide Humboldt County with an estimate for removal of 4 trees across from Murray Field in the Fay Slough.

Following the guidelines provided to us.

We will perform the following:

- 1) Remove 4 trees from dike.
- 2) Trim trees to manageable dimensions, per arborist specifications.
- 3) Place cut trees behind tarmac, gate #4, County disposal.
- 4) Plant 3 coyote brush (*Baccharis pilularis*) plants per specification.

\$22,080.00

**Does not include tree removal from Murray Field.

**This quote includes prevailing wage.

Thank you,

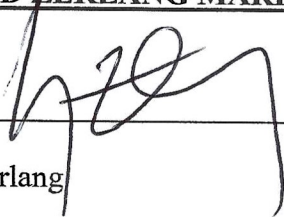
Leroy Zerlang

EXHIBIT B
ACKNOWLEDGMENT OF RECEIPT

By executing this Acknowledgment of Receipt, Zerlang and Zerlang Marine Services. hereby certifies that it received a copy of the fully executed Agreement Documents, serving as a Notice to Proceed from the County of Humboldt pursuant to Paragraph 4.B. of the Construction Agreement, on _____, 2023.

ZERLANG AND ZERLANG MARINE SERVICES, SOLE PROPRIETORSHIP:

By: _____



Date: 06/22/23

Name: Leroy Zerlang

Title: Owner