

**AGREEMENT FOR CONSULTANT SERVICES  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
MEAD & HUNT, INC.**

**PROJECT NAME: Environmental Assessment for the ACV Airport Microgrid Project  
PROJECT NUMBER: 381142**

This Agreement, entered into this 16th day of October, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Mead & Hunt, Inc., a corporation, hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Environmental Services Division, desires to retain the services of CONSULTANT to prepare an Environmental Assessment for the Microgrid Project to be constructed at the California Redwood Coast-Humboldt County Airport (ACV); and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, Pursuant to California Government Code Section 31000, COUNTY may retain independent contractors to perform special services for COUNTY or any department thereof; and

WHEREAS, CONSULTANT has represented that it is qualified to perform said services.

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. 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 five (5) 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 December 31, 2019, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONSULTANT fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY shall have the right to cancel or terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. 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 terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation. In the event of any termination of this Agreement, CONSULTANT shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement.

5. COMPENSATION:

The maximum amount payable by COUNTY for services rendered, and expenses incurred, by CONSULTANT pursuant to the terms and conditions of this Agreement is forty-four thousand and eight hundred and forty-four Dollars (\$44,844). The specific rates and costs applicable to this Agreement shall be as set forth in Exhibit C – Project Budget.

6. PAYMENT:

CONSULTANT shall submit to COUNTY monthly progress reports and invoices which itemize all work completed as of the invoice date. All invoices submitted by CONSULTANT shall be in a

format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONSULTANT shall submit a final undisputed invoice for payment not more than thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and expenses incurred hereunder shall be made within thirty (30) days after the receipt of approved invoices.

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: County of Humboldt  
Department of Public Works – Environmental Services  
Attn: Hank Seemann  
1106 Second Street  
Eureka, CA 95501

CONSULTANT: Mead & Hunt, Inc.  
Attn: Jon Faucher  
1360 19th Hole Drive, Suite 200  
Windsor, California 95492

8. REPORTS:

CONSULTANT agrees to provide COUNTY with any and all reports which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter 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 programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms of this Agreement.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws 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 standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

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 shall not 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 gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classification protected by local, state or federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

14. DRUG-FREE WORKPLACE:

By signing this Agreement, CONSULTANT hereby certifies that CONSULTANT will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.), and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy. 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 the following:
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 hereunder will:
1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and

2. Agree to abide by the terms of CONSULTANT's Drug-Free Policy as a condition of employment.

D. Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of Litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

negligent L.H.

Ok - HBS  
10-16-2018

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 filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term 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, its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors:

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) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, non-owned and hired vehicles. Said coverage shall 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) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, 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) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insureds for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, 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 loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, 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 provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one insured shall not operate to impair the rights of one 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 insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) 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 other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet above-referenced aggregate limits.
- C. 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  
Risk Management  
825 Fifth Street, Room 131  
Eureka, CA 95501

County of Humboldt  
Department of Public Works – Environmental Services  
Attn: Hank Seemann  
1106 Second Street  
Eureka, California, 95501

CONSULTANT: Mead & Hunt, Inc.  
Attn: Lisa Harmon  
1360 19th Hole Drive, Suite 200  
Windsor, California 95492

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.



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

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:

CONSULTANT agrees to comply with all local, state and federal laws and regulations applicable to the services covered by this Agreement. CONSULTANT further agrees to comply with all applicable local, state and federal licensure and certification requirements.

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. SEVERABILITY:

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

22. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY'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 CONSULTANT to obtain supplies, technical support or professional services.

23. 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.

24. NO WAIVER OF DEFAULT:

A. General Waivers. The waiver by either party of any breach or violation of any requirement 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.

B. Payment. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONSULTANT. Nor shall

such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

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

27. STANDARD OF PRACTICE:

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

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents 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.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

30. 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.

31. 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.

32. ATTORNEY FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including 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 attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL:

The duties and obligations of the parties set forth in Sections 4(D), 9, 11 and 15 shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in paragraphs 1 through 39 of this Agreement, paragraphs 1 through 39 of this Agreement shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

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

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control 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, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter.

39. 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.*

**MEAD & HUNT, INC.:**

By:  Date: 10/15/18  
Name: Ron J. Engel  
Title: Vice President

By:  Date: 10/15/18  
Name: Jon J. Faucher  
Title: Vice President/Secretary of the Board

**COUNTY OF HUMBOLDT:**

By:  Date: 10/12/18  
Thomas K. Mattson  
Public Works Director

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:  
(STANDARD PRE-APPROVED FORM)**

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

## **EXHIBIT A SCOPE OF SERVICES**

### **Project Understanding**

The Humboldt State Sponsored Programs Foundation/Schatz Energy Research Center (SERC) proposes to construct a 9-acre microgrid facility on 9 acres of land at the California Redwood Coast-Humboldt County Airport (ACV or Airport) located in McKinleyville, Humboldt County, California. The proposed microgrid facility is a discrete energy system that will be composed of electricity sources and storage devices that will include: two co-located solar photovoltaic (PV) arrays; an energy storage system; four electric vehicle (EV) charges; and associated electrical conductors and equipment.

The proposed solar facility is identified as a conditionally approved project on the 2017 Airport Layout Plan (ALP) for ACV, pending the completion and approval of a site selection/glare study by the Federal Aviation Administration (FAA) and compliance with the National Environmental Policy Act (NEPA). The proposed project is the preparation of an Environmental Assessment (EA) in accordance with NEPA FAA Order 5050.4B, *NEPA Implementing Instructions for Airports*; FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, appropriate Council on Environmental Quality (CEQ); United States Department of Transportation (DOT); FAA environmental regulations and guidance; and other applicable Federal laws, as appropriate. The proposed Federal Action to be evaluated in the EA is unconditional approval of the proposed project by FAA.

Mead & Hunt, Inc. (Consultant) understands that Humboldt County has already prepared and adopted an initial study/mitigate negative declaration (IS/MND) for the proposed project in accordance with the California Environmental Quality Act (CEQA), and the Redwood Community Energy Authority prepared and submitted an environmental review document to the US Department of Agriculture. The Consultant will use these documents and other available documentation to the extent practicable to streamline preparation of the proposed EA.

### **Scope of Services**

The Consultant developed the following Scope of Services to support the preparation of an EA in support of the proposed microgrid facility at ACV. The EA will evaluate the potential environmental and social effects associated with the construction and operation of the proposed project. The geographic area considered to identify potential effects will vary by environmental resource/issue.

The Consultant envisions that the EA will be completed in eight tasks during an approximate twelve-month project timeframe. Consultant assumes that Humboldt County will provide available technical reports to support the NEPA analysis as identified in the Scope of Services. If additional data is required to support the environmental analysis, Consultant will revise its scope, cost estimate, and schedule as necessary.

## **Task 1: Project Coordination and Management**

### **1.1 Project Coordination, Schedule, and Budget**

The Consultant will work closely with County Airport Staff and the FAA to prepare an EA to support a Finding of No Significant Impact (FONSI) by the FAA. Consultant will facilitate ongoing coordination with County staff to oversee and administer the contract including:

- Ongoing assistance with FAA review.
- Contract, scope, budget, schedule, and invoice preparation, including monthly invoices and progress reports.

The Consultant will facilitate coordination among FAA, the County, SSPF/SERC, and other stakeholders as warranted. FAA will retain responsibility for agency and tribal coordination and coordination efforts associated with specific regulatory requirements, such as the U.S. Fish and Wildlife Service (Section 7 of the U.S. Endangered Species Act), State/Tribal Preservation Officers (SHPO/THPO; Section 106 of the National Historic Preservation Act), and the U.S. Army Corps of Engineers (Section 404 of the Clean Water Act).

The Consultant will facilitate biweekly teleconferences the County, Airport staff, and with the FAA, as warranted. The purpose of the teleconferences will be to report on project progress, disperse and share information, identify potential challenges encountered for the purpose of resolution, and review project-related work and findings at various stages of completion.

The Consultant's project manager will develop and maintain a project schedule for preparing the EA for use during ongoing consultation with the County. The project manager will prepare an invoice each month that compares the percentage of the work completed to the percentage of the project completed. We estimate that only one in-person meeting will be held in Humboldt County during the project duration.

### **Task 1.2 Quality Assurance/Quality Control**

The Consultant will implement an ongoing QA/QC program throughout the project duration. Our project manager will be directly involved to allocate resources to support the project's technical needs and schedule. Project deliverables will be reviewed by up to two (2) members of the Consultant staff for completion, accuracy, and compliance with FAA orders and guidance. In addition to the project QA/QC review, the Consultant will incorporate QA/QC measures as part of each task identified in this scope of work. The cost of ongoing QA/QC is included in Tasks 2 through 8 rather than as a separate line item.

#### **Assumptions:**

- The project duration will be 12 months.
- Ongoing communication will occur among County staff and FAA throughout the project duration.

#### **Deliverables:**

- Ongoing coordination with FAA and County staff through email and teleconferences.
- Agency Coordination throughout the project duration.
- Monthly invoices and progress report.
- Schedule preparation and maintenance.

- Ongoing QA/QC measures for deliverables.

### **Task 2: Prepare Project Description, Project Purpose and Need**

The Consultant will prepare a project description and a detailed purpose and need statement for the proposed project. The project description will define the project, and it will be developed through careful consideration of the statutory objectives of the proposed Federal action (i.e., approval of the proposed project on the ALP). The project description, purpose and need statement will be based on drawings and project data provided by the County in support of CEQA compliance and other documentation. The Consultant will prepare the EA chapter to be clear and concise and to facilitate review by agencies, stakeholders, and members of the public. The project description, purpose and need will be presented as Chapter 2 of the EA.

The Consultant will provide a Preliminary-draft of the chapter for review by Airport staff prior to FAA delivery. Following review, the Consultant will incorporate one (1) round of comments from County staff and prepare a revised Preliminary-draft chapter for review by the FAA. If necessary, following FAA review of the purpose and need chapter, the Consultant will facilitate a teleconference with FAA and Airport staff to address questions. We will document the comments received during the teleconference and incorporate pertinent comments into a revised chapter for publication in the Draft EA.

#### **Assumptions:**

- Coordination for the project description, purpose and need chapter will be conducted through teleconferences and email; no on-site meetings will be necessary.
- Agency review and input will be provided in a timely fashion.  
A.

#### **Deliverables**

- Preliminary-draft project description, purpose, and need chapter for review by Airport staff.
- Revised Preliminary-draft chapter for review by FAA.
- Participation in a teleconference with FAA and Airport staff.
- Project description, purpose, and need chapter for incorporation into the Draft EA.

### **Task 3: Proposed Action and Alternatives**

NEPA's implementing regulations mandate the consideration of reasonable alternatives to the proposed action. The CEQA has defined "reasonable" alternatives as those which are prudent or feasible from a technical and economic perspective. In some instances, a reasonable alternative to the proposed action may not exist.

Using data provided by the County, the Consultant will describe alternative sites that were considered by the project proponent and dismissed during the project's site selection process. During this initial screening, the Consultant will describe each alternative that was dismissed and identify why it could not achieve the proposed project's purpose and need, or why the alternative was determined to be neither prudent nor feasible. For the purpose of this scope and cost estimate, the Consultant assumes that the range of alternatives that will undergo detailed evaluation in the EA will be limited to the "no action" alternative and the proposed "action" alternative (FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*). The alternatives will be presented in Chapter 3 of the proposed EA.



The Consultant will submit a Preliminary-draft document to County staff for review. Following submission of the Preliminary-draft document, the Consultant will incorporate one (1) round of comments from County staff and prepare a revised Preliminary-draft for submission to FAA. If necessary, following FAA review the Consultant will participate in one teleconference with FAA and County staff. The Consultant will incorporate any pertinent comments and prepare a Draft Alternatives chapter for publication in the Draft EA.

**Assumptions:**

- The County will provide data pertaining to other sites that were considered during the site selection process and why they were dismissed.
- Only the no action alternative and proposed action will be described in detail and carried forward for environmental analysis.

**Deliverables:**

- A Preliminary-draft Project Alternatives chapter for review by County staff.
- A revised Preliminary-draft Project Alternatives chapter for review by FAA.
- Participation in one (1) teleconference with FAA and County staff (if necessary).
- Alternatives chapter for publication in the Draft EA.

**Task 4: Affected Environment**

The Affected Environment refers to environmental conditions that exist in the absence of the proposed project. The description of the environmental conditions associated with each resource serves as the baseline against which potential environmental impacts are measured. Task 4 includes the collection and documentation to describe the existing environment.

The Consultant will summarize the existing environment in Chapter 4 of the EA. The chapter will describe each environmental resource category identified in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures* (see below). In the event that a specific resource is not present or would not be affected by the proposed project, a statement will be provided to indicate why the resource will not be affected and will not be evaluated or discussed further in the EA.

- **Air Quality:** ACV is located in the North Coast Air Basin and subject to the jurisdiction of the North Coast Unified Air Quality Management District. The Consultant will prepare a description of the regional air quality status for each National Ambient Air Quality Standard criteria pollutants, including precursors of ozone. The discussion will clarify that the proposed project will not affect aircraft operations and their associated emissions. Data pertaining to construction-related air emissions will be provided by the County.
- **Biological Resources:** Using available biological data developed to facility project compliance with CEQA and USDA requirements, the Consultant will identify the potential presence of federally endangered species in the project area in accordance with the Endangered Species Act (ESA), and prepare a discussion of biological resources for the EA. Based on the data provided by a project partner, we anticipate that no federally listed species are present in the project area.
- **Climate:** Based on the air quality information, the Consultant will prepare a qualitative discussion of existing climate conditions as well as climate change preparedness measures that may be in place within the study area (i.e., current measures in place to address climate change) for inclusion in the EA.

- **Coastal Resources:** The Consultant will provide a statement to clarify that the proposed project is not located in a coastal area, and coastal zone management regulations and policies will not apply to the proposed project.
- **Department of Transportation Act: Section 4(f):** The Consultant will identify and document the presence of any Section 4(f) resources in the project area vicinity including public parks, recreational areas, wildlife and waterfowl refuges of national, state, or local significance, and any land sites deemed historical of national, state, or local significance.
- **Farmlands:** The Consultant will review soils maps to identify and document the presence of prime farmland, unique farmland, and farmland classified as “other than prime or unique” that is of statewide or local importance in the vicinity of the project site. The Consultant understands that no cultivated areas will be affected to accommodate the proposed project.
- **Hazardous Materials, Solid Waste, and Pollution Prevention:** The Consultant will identify and document the presence of known hazardous waste generators and sites in the project vicinity using available information from federal EPA and State of California websites. Additionally, a records review will be conducted to identify current and past uses of hazardous materials or other conditions that may be pertinent to the proposed project.
- **Historical, Architectural, Archeological, and Cultural Resources:** Using the cultural resources technical report prepared by Roscoe & Associates for the County, the Consultant will identify and document the presence of historic, cultural, and archeological resources in accordance with Section 106 of the National Historic Preservation Act. We will assist the FAA with outreach to the Office of Historic Preservation, federally recognized tribes, and the State Historic Preservation Officer/Tribal Historic Preservation Officer (SHPO/THPO) as requested.
- **Land Use:** The Consultant will identify and describe existing and future land uses in project vicinity. We will review airport planning documents and local land use maps, comprehensive plans, zoning ordinances, recreation maps, the Airport Land Use Compatibility Plan (ALUCP), and other applicable plans.
- **Natural Resources and Energy Supply:** The Consultant will identify and document energy demands and natural resource consumption associated with the project, as well as the project-related benefits to energy supply.
- **Light Emissions and Visual Effects:** Although no Federal regulations govern light emissions or visual intrusions, the Consultant will review and document local policies and regulations associated with light emissions and visual effects. A basic description of airfield facilities, lighting and scenic vista view sheds at and near the Airport will be included in this section.
- **Noise and Noise-Compatible Land Use:** The Consultant will document that the proposed project will not affect aircraft operations or aircraft noise. The Consultant will identify and describe the land uses surrounding the Airport and disclose existing aircraft noise exposure throughout the project site.
- **Socioeconomics, Environmental Justice, and Children’s Environmental Health and Safety Risks:** The Consultant will describe existing socioeconomic conditions and environmental justice populations within the Airport vicinity.
- **Water Resources:** The Consultant will describe water resources on or near the project site including surface water groundwater, and floodplains, wetlands, and wild and scenic rivers, as well as water quality.

The Consultant will provide coordination with County staff and affected agencies to develop and document the affected environment. The Consultant will provide a Preliminary-draft of the Affected Environment chapter for review by County staff prior to FAA delivery. Following County review, the Consultant will incorporate one (1) round of comments from County staff and prepare a revised Preliminary-draft chapter for review by the FAA. If necessary following FAA review, the Consultant will facilitate a teleconference with FAA and Airport staff to address questions. We will document the comments received during the teleconference and incorporate pertinent comments into a revised Affected Environment chapter for publication in the Draft EA.

**Assumptions:**

- Resource categories described will be limited to those identified in this section.

**Deliverable:**

- A Preliminary-draft Affected Environment chapter for review by County staff.
- A revised Preliminary-draft project Affected Environment chapter for review by FAA.
- Participation in one (1) teleconference with FAA and Airport staff (if necessary).
- Affected Environment chapter for publication in the Draft EA.

**Task 5: Environmental Consequences**

Task 5 includes the performance and documentation of technical analyses to identify the potential direct and indirect environmental effects of the proposed action. The technical analysis and analytical results will be documented in accordance with guidance for each impact issue/categories identified in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*. The following resource categories and their associated analytical efforts will be documented in the EA document.

- **Air Quality:** According to the November 2015 updates to FAA's *Air Quality Handbook*, a construction emissions inventory must be conducted for proposed federal actions. Since the proposed project will not affect the number of aircraft operations or aviation-related emissions at ACV, the Consultant will perform and document a quantitative evaluation of emissions associated only with project-related construction activities using data provided by the County or project proponent. The analysis will be based on the projected construction schedule, vehicles/and equipment, type of fuel used, vehicle/equipment utilization rates, and the year in which construction is anticipated. Emissions of National Ambient Air Quality Standards (NAAQS) priority pollutants associated with construction will be evaluated.
- **Biological Resources:** The Consultant will evaluate and document potential impacts to biological resources including federal and state listed threatened or endangered species, candidate species, and their critical habitats. Data provided by the project proponent will be used to the extent possible, and potential effects to biological resources are not anticipated. If necessary, the Consultant will assist the FAA in necessary coordination with the U.S. Fish and Wildlife Service (USFWS).
- **Climate:** Based on the air quality analysis and any change in greenhouse gas emissions, the Consultant will provide a qualitative discussion of potential climate-related impacts associated with construction and operation of the proposed microgrid.
- **Department of Transportation Act: Section 4(f):** The Consultant will evaluate and document potential effects to Section 4(f) properties as outlined in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*. Consideration will be given to potential

uses of such properties, including direct use and constructive use. This Scope of Services assumes that no impacts to Section 4(f) properties will occur and neither a Section 4(f) nor Section 6(f) statement will be needed.

- **Farmlands:** Using data provided by Natural Resources Conservation Service and the County, the Consultant will evaluate and document the extent to which prime and unique farmland, could be affected by the proposed project.
- **Hazardous Materials, Solid Waste, and Pollution Prevention:** The Consultant will identify the potential effects of the proposed project on known hazardous materials. We will also address the disposal of excavated soils and project-related construction debris based on data provided by SSPF/SERC. The use or storage of hazardous materials during construction and operation of the proposed microgrid will also be addressed.
- **Historical, Architectural, Archeological, and Cultural Resources:** Using the cultural resources report prepared in support of the CEQA compliance, the Consultant will identify and document cultural resources in the project vicinity that are listed or may be eligible for inclusion on the National Register of Historic Places (NRHP). We will evaluate potential resources using the criteria of effect presented in 36 CFR 800.9. The Consultant will assist FAA in coordination and consultation with the SHPO and local tribes; however, FAA will be responsible for this coordination. The Consultant assumes that no further studies will be required to identify the presence of historical, cultural, or paleontological resources.
- **Land Use:** Using available land use data provided, the Consultant will evaluate and document the potential impacts of the proposed project on land use compatibility or on existing and/or future land uses in the area as a result of construction and operation of the proposed project.
- **Natural Resources and Energy Supply:** The Consultant will perform and document a qualitative evaluation of the potential change in energy consumption that would occur as a result of project construction and operation, including the benefits to energy supply as a result of the proposed project. No permanent increase in energy use is anticipated. Data for the discussion will be provided by the County's project proponent.
- **Noise and Noise-Compatible Land Use:** The proposed project will not affect aircraft operations, no change to aircraft noise exposure for those living or working on site or in the Airport vicinity is anticipated. However, temporary noise effects could be associated with project construction, and construction workers may be exposed to aircraft noise. The Consultant will prepare and document a qualitative discussion of noise and compatibility associated with the proposed project in an area that is exposed to aircraft noise, the potential for construction workers to be exposed to aircraft noise, and the temporary effects of temporary construction noise. No additional noise studies or modeling efforts are anticipated. Data pertaining to the construction duration and equipment used will be provided by the project proponent.
- **Socioeconomics, Environmental Justice, and Children's Environmental Health and Safety Risks:** The Consultant will evaluate and document potential and induced socioeconomic impacts resulting from the proposed project. The impact analysis will consider both beneficial as well as adverse induced economic impacts, changes in the economic structure of the area, and economic opportunities and potential displacements resulting from shifts in economic demand. The proposed action is not anticipated to result in impacts to socioeconomic conditions.

In accordance with Executive Order 12898, "*Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*", and the accompanying

Presidential Memorandum and Order DOT 5610.2, “*Environmental Justice*”, the Consultant will conduct demographic analysis that identifies and addresses potential impacts on low-income and minority populations that may be disproportionately impacted by project construction and operation.

The Consultant will identify and assess environmental health risks and safety risks that could disproportionately affect children. Environmental health risks and safety risks include those risks to health or safety that are attributable to products or substances that a child is likely to come in contact with or ingest, such as air, food, drinking water, recreational waters, soil, or products they might use to which they may be exposed.

- **Visual Effects:** The Consultant will perform and document a qualitative analysis to determine the extent to which the proposed project will affect visual resources to Airport users and nearby residents. The glare study provided by the County will serve as the basis of this chapter. The need for visual simulations is not anticipated, and the preparation of visual simulations is not included in this Scope of Services.
- **Water Resources:** The Consultant will evaluate and document the effects of the proposed project on water resources including wetlands, floodplains, surface waters, groundwater, and water quality. Since the proposed project will not require the use of water, no water quality impacts are anticipated. However, potential changes in project-related grading will be reviewed to determine whether changes to floodplains or drainage would occur. The project proponent will provide preliminary construction and grading plans for review.
- **Cumulative Impacts:** The Consultant will assess each environmental resource/impact category to determine whether potential cumulative impacts would result from the proposed action. Any potential impacts will be considered within the context of past, present, and reasonably foreseeable projects at the Airport and its immediate vicinity to identify potential cumulative impacts. The extent of the study area for cumulative impacts will vary according to the resource evaluated.
- **Irreversible and Irrecoverable Commitment of Resources:** The Consultant will evaluate and document the potential for the proposed project to result in an impact to or loss of resources that cannot be recovered or offset through appropriate mitigation measures.

Using the technical reports provided by the County and other analysis associated with the NEPA environmental resource / issue area analyses, the Consultant will identify Best Management Practices (BMPs) and mitigation measures that can be implemented to avoid or minimize potential adverse effects of the proposed action and its alternatives, however, significant adverse impacts are not anticipated. Each resource discussion in the EA will include a description of proposed environmental commitments and mitigation measures that can be implemented to avoid or minimize the significance of potential project-related impacts.

The Consultant will provide a Preliminary-draft of the Environmental Consequences chapter for review by the Airport staff prior to FAA delivery. Following their review, the Consultant will incorporate one (1) round of comments from County staff and prepare a revised Preliminary-draft chapter for review by the FAA. If necessary following FAA review, the Consultant will facilitate a teleconference with FAA and Airport staff to address questions. We will document the comments received during the teleconference and incorporate pertinent comments into a revised Environmental Consequences chapter for publication in the Draft EA.

**Assumptions:**

- Resource categories described will be limited to those identified in this section.
- No new technical studies will be required for this effort; technical reports prepared for the CEQA analysis will be sufficient for this effort.
- No environmental impacts will be identified that exceed regulatory thresholds of significance. If a potential significant impact is identified, the Consultant will alert County staff immediately and discuss potential alternatives and changes to this scope of work.

**Deliverables:**

- A Preliminary-draft Environmental Consequences chapter for review by County staff.
- A revised Preliminary-draft project Environmental Consequences chapter for review by FAA.
- Participation in one (1) teleconference with FAA and Airport staff (if necessary).
- Environmental Consequences chapter for publication in the Draft EA.

**Task 6: Preliminary-Draft EA –County and FAA Review**

The Consultant will prepare a complete Preliminary-Draft EA including tables, graphics, and appendix material for submission to County staff. We will provide up to four (4) hardcopies and an electronic version of the text for distribution. The Consultant anticipates a three (3) week review period for County staff to review the Preliminary-Draft EA. Following the three (3) week review period, the Consultant will participate in meeting to discuss the Preliminary-draft EA. The Consultant will document the comments received and distribute meeting notes to reviewers and provide a revised Preliminary-draft for FAA review within two (2) weeks of the meeting unless additional analysis is required.

**Assumptions:**

- Up to one (1) face-to-face meeting will be held.
- FAA will require a 30-day period to review the preliminary-draft EA.

**Deliverables:**

- Up to four (4) hardcopies and an electronic version of the Preliminary-Draft EA will be provided to the County.
- Facilitation of a teleconference to discuss the Preliminary-Draft EA following a three (3) week review period by County staff.
- Meeting notes to document comments received on the Preliminary-Draft EA.
- Revised Preliminary-Draft EA within two weeks of comment receipt.

**Task 7: Draft EA Preparation and Distribution**

Prior to public distribution of the Draft EA, the Consultant will work closely with Airport staff and FAA to prepare a Draft EA and Screencheck Draft EA for review and comment.

**Task 7.1 Prepare Draft EA for Agency Review**

Within two (2) weeks of the receipt of FAA comments on the Preliminary-Draft EA, the Consultant will address pertinent comments and prepare a Draft EA for review by County staff. Proposed revisions will be presented using track-changes mode so that revisions are clear to

reviewers. Up to four (4) hard copies and an electronic version of the Draft EA will be prepared within two (2) weeks of agency comment receipt.

We anticipate the receipt of comments on the Draft EA from County staff within two (2) weeks of delivery. Upon completion of agency review of the Draft EA, we will facilitate a meeting or teleconference with County staff to discuss Draft EA document.

Following the teleconference, we will prepare a revised Draft EA for distribution to the FAA. FAA will require a 30-day review period for the Draft EA.

**Deliverables:**

- Up to four (4) hardcopies and an electronic version of the Draft EA.
- Facilitation of a meeting to discuss the Draft EA following a two (2) week agency review period.
- Meeting notes to document comments received on the Draft EA.
- Revised Draft EA for FAA review.

**Task 7.2 Prepare Screencheck Version of the Draft EA for Agency Review**

Within one (1) week of the receipt of FAA comments on the Draft EA, the Consultant will respond to pertinent comments and prepare a screencheck version of the Draft EA for review by County staff and FAA. The screencheck will be presented as an electronic deliverable that highlights responses to agency comments on the Draft EA. The Consultant will facilitate a teleconference within one (1) week of the delivery of the screencheck Draft EA.

**Assumptions:**

- Screencheck version will be delivered in PDF format that is emailed.

**Deliverables:**

- Screencheck copy of the Draft EA for review by Humboldt County and the FAA.
- Participation in a meeting or teleconference to discuss the Draft EA following a one (1) week review of the screen check document.
- Meeting notes to document comments received on the Draft EA.

B.

**Task 7.3 Prepare Notice of Availability**

The Consultant will prepare a Notice of Availability (NOA) of the Draft EA for publication in a newspaper of general circulation. The notice will identify the locations where the draft will be available, the duration of the review period, and whom to contact with questions. County staff will be responsible for publishing and paying fees to publish the Notice of Availability.

**Assumptions:**

- The County will be responsible for publishing the notice and any related costs.

**Deliverables:**

- Draft text for an NOA to be provided by the County to a newspaper of general circulation.

**Task 7.4 Prepare Draft EA for Public Circulation**

Within one (1) week of review and approval of the Screencheck EA by Airport staff and FAA, the Consultant will prepare up to four (4) hard copies and 10 compact disc (CD) copies of the Draft EA for distribution and public review at FAA's office, Humboldt County offices, and additional locations identified by the County (e.g., nearby public libraries, the County Planning Department Office, Airport Management office, etc.). In addition, we anticipate that the County and project proponents will post an electronic copy of the Draft EA on their websites.

**Assumptions:**

- Up to four (4) hard copies and ten (10) CDs will be provided in quantities indicated.
- A 30-day public comment period will be provided.
- A standalone public workshop will not be required during the public circulation period.

**Deliverables:**

- Up to four (4) hardcopies of the Draft EA and Appendices.
- Up to 10 copies of the Draft EA and Appendices in CD format.
- Distribution of Draft EA copies to locations approved by the County.

**Task 8: Final EA**

**Task 8.1 Review and Respond to Public Comments**

The Consultant will collect, organize, and review comments received during the comment period, and prepare a draft response to each pertinent comment. The Consultant will prepare and provide a Draft Response to Comments Report to County Staff and the FAA for review and comment. The Consultant will facilitate and participate in a teleconference and revise the responses as necessary. The Consultant will prepare a Final Response to Comments Report, which will become an appendix to the Final EA.

**Assumptions:**

- No more than 15 comments will be received during the public comment period. If additional comments are received or comments require additional studies or analyses, the Consultant will revise its scope and budget to accommodate the additional work.
- Consultation with the County and FAA will be conducted as a teleconference.

**Deliverables:**

- Draft Response to Comments Report for delivery to the Airport and FAA.
- Participation in a teleconference to discuss the Draft Response to Comments Report.
- Final Response to Comments Report.

**Task 8.2 Prepare Draft-Final EA for Agency and FAA Review**

The analysis and text within the Draft EA document and appendices will be revised as necessary in response to comments received from the public, stakeholders, and agencies. A Preliminary-Final EA will be prepared for review by County staff.



Following delivery of the Preliminary-Final EA, the Consultant will participate in a teleconference to discuss comments on the Preliminary-Draft Final EA and incorporate pertinent comments. The Consultant will prepare a Draft-Final Report for FAA review.

Following an approximately 30-day review period for FAA review of the Draft-final EA and FONSI preparation, the Consultant will participate in a teleconference with FAA to discuss the Draft Final EA. Consultant will incorporate up to one (1) round of FAA comments.

**Assumptions:**

- The Preliminary-Draft and Draft-Final EA will be provided in electronic format (either Word or PDF).
- The FAA will require a 30-day review period for the Draft-Final EA.

**Deliverables:**

- Preliminary-Final EA for review by County staff.
- Participation in one (1) teleconference to discuss the Preliminary-Final EA.
- Draft-Final EA for review by the FAA for a 30-day period.
- Participation in one (1) teleconference with FAA to discuss the Final EA.
- Support to the FAA in the drafting of a FONSI upon request.

**Task 8.3 Prepare Screencheck Version of the Final EA for Agency Review**

Within one (1) week of the FAA comments on the Draft-Final EA, the Consultant will respond to pertinent comments and prepare a screencheck version of the Final EA. The screencheck will be presented as an electronic deliverable that highlights responses to agency comments on the Draft-Final EA. Consultant will facilitate a meeting or teleconference with the Airport staff FAA within two (2) days of the delivery of the screencheck Final EA.

**Assumptions:**

- The screencheck version of the EA will be provided in electronic format (either Word or PDF).

**Deliverables:**

- Screencheck copy of the Final EA for review by the Airport staff and the FAA.
- Participation in a teleconference to discuss the Screencheck Final EA within one (1) week of screencheck completion.

**Task 8.4 Prepare Notice of Availability of Final EA**

The Consultant will prepare a NOA of the EA for publication in a newspaper of general circulation. The notice will identify the locations where the EA will be available, the duration of the review period, and whom to contact with questions. The County will be responsible for publishing and paying all fees for notice publication.

**Task 8.5 Prepare Final EA for Public Circulation**

Within one (1) week of agency approval of the Screencheck Final EA, the Consultant will prepare up to four hard copies and 10 CD copies of the Final EA for distribution and public review at FAA's office, Humboldt County Planning Office, Airport manager's office, and additional

locations identified by ACV (e.g., nearby public libraries, etc.). In addition, we anticipate that the ACV will post an electronic copy of the Final EA on its website.

**Assumptions:**

- The quantities of the hard copies and CDs will be as described above.

**Deliverables:**

- Up to four (4) hardcopies of the Final EA and appendices.
- Up to 15 copies of the Final EA and appendices in CD format.
- Distribution of Final EA copies to locations approved by ACV.
- Assistance in FONSI preparation at the request of the FAA.

**Responsibilities of Client**

The Consultant's Scope of Services and Compensation are based on the assumption that the Client will provide the following:

- A designated staff member who will be accessible and serve as a single point of contact throughout project activities.
- Complete site selection and glare study;
- Technical studies performed to support CEQA compliance or NEPA compliance.
- Preliminary design plans sufficient to identify changes in site grading and construction activities.
- If necessary, access to and escorts for fieldwork to be performed at ACV.

**Assumptions:**

- The FAA will serve as the Federal Lead Agency for the proposed project.
- Humboldt County, as the airport owner and operator, will serve as the Project Sponsor.
- The proposed project includes the preparation of an EA pursuant to NEPA.
- The Client will furnish the following background studies for use in EA development: construction activities to support an air quality technical study; previous evaluations of biological resources evaluation; cultural resources investigation, including a discussion of sensitivity for paleontological resources (if necessary); data pertaining to the use of hazardous materials/waste; and a site selection/solar glare hazard study. Although not anticipated, a wetland delineation will be provided if necessary.
- Available studies will be sufficient to support the development of a NEPA EA, and additional studies will not be required. Additional studies are not included in this scope, fee, and schedule.
- A public workshop will not be required for the proposed project.
- Neither a DOT Section 4(f) nor Section 6(f) analysis will be required.
- Only the preferred alternative and the no-action alternative will undergo detailed evaluation.
- Project reviewers associated with Humboldt County and the FAA will be available to review documents within specified timeframes.

### EXHIBIT B PROJECT SCHEDULE

The Consultant anticipates an approximate 12-month project schedule as shown in Table 1. The Consultant is poised to begin work immediately upon Notice to Proceed (NTP).

Table 1 - Project Schedule												
Task/Duration after NTP	1	2	3	4	5	6	7	8	9	10	11	12
1. Project Coordination and Management												
2. Project Description, Purpose and Need												
3. Proposed Action and Alternatives (Preferred, Alternative build, and No-build)												
4. Affected Environment												
5. Environmental Consequences												
6. Preliminary Draft EA Review to County and Necessary Revisions from County for FAA submission (2 weeks)												
7. Draft EA Review (FAA Review) (30 days)												
Respond to FAA Comments and EA (2 weeks)												
Agency Review (1 week), revisions and screencheck EA (1 week) and Public Draft and Public Review (30 days)												
8. Respond to Comments (2 weeks)												
Respond to Comments and Prepare Draft Final EA (two weeks) and FAA review of Final EA (30 days)												
Address FAA comments and prepare Screencheck draft (one weeks, Publish and Circulate Final EA (one week) and Circulate Final EA and FONSI (30 days)												
<b>Adoption and Close out (not part of scope)</b>												

This schedule is based on the following assumptions:

- FAA and the County will be available to review documents and proposed revisions in a timely manner.
- Development of the project description, purpose and need, and alternatives can be completed within the timeframe identified above, including FAA review and comment.

## **EXHIBIT C PROJECT BUDGET**

The Consultant estimates that the proposed project can be completed for a time and materials fee of Forty-four Thousand Eight Hundred Forty-four Dollars (\$44,844), which includes labor and direct costs.

### **1 Basis of Compensation as Time and Materials**

- 1.1 The maximum amount payable by COUNTY for services rendered, and expenses incurred, by CONSULTANT pursuant to the terms and conditions of this Agreement is Forty-Four Thousand Eight Hundred Forty-Four Dollars (\$44,844). The specific rates and costs applicable to this Agreement shall be as set forth in the following table.
- 1.2 CONSULTANT shall submit to COUNTY monthly progress reports and invoices which itemize all work completed as of the invoice date. All invoices submitted by CONSULTANT shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONSULTANT shall submit a final undisputed invoice for payment not more than thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and expenses incurred hereunder shall be made within thirty (30) days after the receipt of approved invoices.

### **2 Payment Procedures/ Work Breakdown Structure**

- 2.1 The Work will be performed by task with the maximum compensation assigned to each task for Environmental Assessment Services as detailed in the following table:

	Principal QA/QC \$222	Senior Proj. Mgr. \$222	Project Manager \$190	Scientist III \$140	GIS \$140	Clerical \$83	Hours by Task	Cost by Task
<b>Project Coordination and Management</b>								
1.1 Project Coordination, Schedule and Budget		4	15			12	31	\$4,734
1.2 Quality Assurance/Quality Control								\$0
<b>Subtotal</b>		<b>4</b>	<b>15</b>			<b>12</b>	<b>31</b>	<b>\$4,734</b>
<b>Project Description, Purpose and Need</b>								
Prepare Project Description and Need Chapter		1	12			1	14	\$2,585
<b>Proposed Action and Alternatives</b>								
Prepare Alternatives Chapter		1	12			1	14	\$2,585
<b>Affected Environment</b>								
Prepare Affected Environment Chapter		2	6	24	4	4	40	\$5,836
<b>Environmental Consequences Chapter</b>								
Prepare Environmental Consequences Chapter		2	6	28	4	4	44	\$6,396
<b>Preliminary- Draft EA (County and FAA Review)</b>								
Prepare Preliminary-Draft EA (and meeting)	4	4	8	12	2	8	38	\$5,920
<b>Prepare and Distribute Draft EA</b>								
7.1 Prepare Draft EA for County Review	2	2	4	12			20	\$3,328
7.2 Prepare Screencheck Version for County Review			2	4			6	\$940
7.3 Prepare Notice of Availability			1				1	\$190
7.4 Prepare/Distribute Draft EA			2	8		8	18	\$2,164
<b>Subtotal</b>	<b>2</b>	<b>2</b>	<b>9</b>	<b>24</b>		<b>8</b>	<b>45</b>	<b>\$6,622</b>
<b>Prepare and Distribute Final EA</b>								
8.1 Review and Respond to Comments	2	4	4	12			22	\$3,772
8.2 Prepare Draft-Final EA for County Review			2	6			6	\$1,220
8.3 Prepare Screencheck Version of Final EA			2	4			6	\$940
8.4 Prepare Notice of Availability for Final EA/FONSI			1				1	\$190
8.5 Prepare/Distribute Final EA			4	8		8	20	\$2,544
<b>Subtotal</b>	<b>2</b>	<b>4</b>	<b>13</b>	<b>30</b>		<b>8</b>	<b>55</b>	<b>\$8,666</b>
<b>TOTAL LABOR</b>								<b>\$43,344</b>
<b>Direct Costs</b>								
Mileage (One meeting in Humboldt County)								\$500
Printing and Delivery (Hard copies and CDs)								\$1,000
<b>Subtotal Direct Costs</b>								<b>\$1,500</b>
<b>TOTAL ESTIMATED FEE</b>								<b>\$44,844</b>

**EXHIBIT D  
 BILLING RATE SCHEDULE**

**Standard Billing Rates**

Clerical.....	\$73.00 / hour
Interior Designer, Technical Editor .....	\$106.00 / hour
Senior Editor.....	\$156.00 / hour
Registered Land Surveyor.....	\$120.00 / hour
Accounting, Administrative Assistant .....	\$100.00 / hour
Technician I, Technical Writer .....	\$92.00 / hour
Technician II, Surveyor - Instrument Person.....	\$106.00 / hour
Technician III .....	\$115.00 / hour
Technician IV.....	\$132.00 / hour
Senior Technician.....	\$160.00 / hour
Engineer I, Scientist I, Architect I, Planner I.....	\$120.00 / hour
Engineer II, Scientist II, Architect II, Planner II.....	\$130.00 / hour
Engineer III, Scientist III, Architect III, Planner III .....	\$140.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Senior Economist.....	\$165.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Planner.....	\$190.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner .....	\$222.00 / hour
Senior Associate, Principal, Senior Client/Project Manager .....	\$300.00 / hour

**Expenses**

Geographic Information or GPS Systems .....	\$32.00 / hour
Total Station Survey Equipment.....	\$16.00 / hour
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses .....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

**Travel Expense**

Company or Personal Car Mileage .....	\$ IRS rate / mile*
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\* the current IRS rate as of Jan. 1, 2018 is: **54.5 cents per mile**

Air and Surface Transportation .....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

**Billing & Payment**

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

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2018, and will remain in effect until December 31, 2018, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.