



AGENDA ITEM NO.

C19

COUNTY OF HUMBOLDT

For the meeting of: February 13, 2018

Date: January 21, 2018

To: Board of Supervisors

From: *TM* Thomas K. Mattson, Director of Public Works

Subject: First Amendment to the Agreement for Consultant Services with Stantec Consulting Services, Inc. Regarding the Provision of Environmental Support Services for the Honeydew Bridge Replacement Project

RECOMMENDATIONS:

That the Board of Supervisors:

1. Approve, and authorize the Chair of the Board to execute, the attached first amendment to the agreement for consultant services with Stantec Consulting Services, Inc. regarding the provision of environmental support services for the Honeydew Bridge Replacement Project;
2. Authorize the Director of Public Works to execute any and all future amendments to the consultant services agreement with Stantec Consulting Services, Inc. regarding the provision of environmental services for the Honeydew Bridge Replacement Project, after review and approval by County Counsel and Risk Management; and
3. Direct the Clerk of the Board to return two (2) fully executed copies of the attached first amendment to the Department of Public of Works for further processing.

SOURCE OF FUNDING:

Road Fund, Federal Highways Administration Highway Bridge Program.

Prepared by: Andrew Bundschuh

CAO Approval *Haren Clower*

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|---------|------------|----------------|-----------|-----------|--|--------------|------------|-------|--|
| REVIEW: | <i>MSM</i> | County Counsel | <i>Sm</i> | Personnel | | Risk Manager | <i>KAB</i> | Other | |
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bass*

Seconded by Supervisor *Jennell*

And unanimously carried by those members present,

The Board hereby adopts the recommended action contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. D-26

Dated: *2/13/18*
Kathy Hayes, Clerk of the Board

Meeting of: September 20, 2016

By: *[Signature]*

DISCUSSION:

On September 20, 2016, the Board of Supervisors approved an agreement for consultant services with North State Resources, Inc. regarding the provision of environmental support services for the Honeydew Bridge Replacement Project (“consultant services agreement”). North State Resources, Inc. was subsequently acquired by Stantec Consulting Services, Inc. (“Stantec”) on October 27, 2017, which resulted in Stantec’s assumption of North State Resources, Inc’s ongoing business and affairs. On November 20, 2017, the county approved the assignment of the consultant services agreement to Stantec pursuant to the terms and conditions thereof.

The assignment of the consultant services agreement from North State Resources, Inc. to Stantec does not have any effect on the scope of services or the consulting staff assigned to the project, but it does require modification of the labor classifications and hourly rates set forth therein. The attached first amendment to the consultant services agreement will lower the fixed fee rate from ten percent (10%) to six and six-tenths percent (6.6%) in order for the original contract amount to remain unchanged. Additionally, the indirect cost rate associated with the services performed by Stantec will decrease from one hundred seventy two and five-tenths percent (172.5%) to one hundred sixty and four-tenths percent (160.4%).

Accordingly, staff recommends that the Board approve, and authorize the Chair of the Board to execute, the attached first amendment to the consultant services agreement regarding the provision of environmental support services for the Honeydew Bridge Replacement Project. Staff also recommends that the Board authorize the Director of Public Works to execute any and all future amendments to the consultant services agreement, after review and approval by County Counsel and Risk Management, in order to avoid potential delays in the provision of needed services.

FINANCIAL IMPACT:

The attached first amendment does not increase the maximum amount payable for the environmental support services provided pursuant to the terms and conditions of the consultant services agreement. As a result, approval of the first amendment to the consultant services agreement will not impact the Humboldt County General Fund.

The recommended actions support the Board of Supervisors’ Core Role of providing for and maintaining infrastructure as identified in the Board’s Strategic Framework.

OTHER AGENCY INVOLVEMENT:

The California Department of Transportation and the Federal Highway Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the attached first amendment to the consultant services agreement with Stantec Consulting Services, Inc. regarding the provision of environmental support services for the Honeydew Bridge Replacement Project. However, this alternative is not recommended since it would not allow for the continued provision of the environmental support services necessary to adequately complete the environmental phase of the Honeydew Bridge Replacement Project.

ATTACHMENTS:

1. Agreement for Consultant Services with North State Resources, Inc. regarding the provision of environmental support services for the Honeydew Bridge Replacement Project, dated September 20, 2016.

2. Letter regarding approval of the assignment of the consultant services agreement with North State Resources, Inc. signed November 20, 2017 to Stantec Consulting Services, Inc.
3. First Amendment to the Agreement for Consultant Services Inc. with Stantec Consulting Services, Inc. regarding the provision of environmental support services for the Honeydew Bridge Replacement Project, dated September 20, 2016.

ATTACHMENT NO. 1

**Agreement for Consultant Services with North State Resources, Inc. Regarding
the Provision of Environmental Support Services for the Honeydew Bridge
Replacement Project Dated September 20, 2016**

AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
NORTH STATE RESOURCES, INC.
FOR
ENVIRONMENTAL SERVICES FOR
HONEYDEW BRIDGE REPLACEMENT PROJECT

Project No. 594055

This contract entered into this 20th day of September, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and North State Resources, Inc., a California Corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

RECITALS

WHEREAS, COUNTY, by and through its Department of Public Works (Public Works), desires to retain the services of CONSULTANT to assist COUNTY in performing Environmental services which are further described in Attachment A – Scope of Work; 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 this 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 represents that it is qualified to perform the duties and services set forth in this contract; and

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. The Project Manager for CONSULTANT will be Wirt Lanning. The Contract Administrator for COUNTY will be Andrew Bundschuh, Environmental Permitting and Compliance Manager of Public Works or designee thereof.
- B. The work to be performed under this contract is described in Article II – Statement of Work and the approved CONSULTANT's Cost Proposal dated August 23, 2016. The approved CONSULTANT's Cost Proposal is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.
- D. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided herein, shall be compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II – STATEMENT OF WORK

The work to be performed under this contract is described in Attachment A – Scope of Work and Attachment B – Cost Proposal & Schedule of Work.

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports to COUNTY at least once a month. Such reports should be sufficiently detailed for COUNTY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on September 21, 2016, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This contract shall end on December 31, 2019, unless extended by a mutually agreed upon written amendment hereto.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in Attachment B – Cost Proposal & Work Schedule. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are identified in the cost proposal.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such estimate.

- E. Progress payments will be made monthly in arrears based on services provided and actual costs incurred.
- F. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made for any work performed prior to approval of this contract.
- G. This contract is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on the project and work shall not commence until the contract has been executed by COUNTY.
- H. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices itemizing all costs are required for all work performed under this contract. Invoices shall be submitted no later than forty five (45) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the work. Invoices shall detail the work performed on each milestone. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference the contract number and project title. Credits due to COUNTY that include any equipment purchased under the provisions of Article XI – Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

COUNTY: Humboldt County Department of Public Works
Attn: Andrew Bundschuh, Contract Administrator
1106 Second Street
Eureka, CA 95501
- I. The period of performance for the work required hereunder shall be in accordance with the dates specified in Attachment B – Cost Proposal & Work Schedule. No work will be undertaken which extends beyond the expiration date of this contract without mutual written agreement.
- J. The total amount payable by COUNTY for all work performed hereunder shall not exceed Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), unless authorized by a written amendment hereto. The specific rates and costs shall be as set forth in Attachment B – Cost Proposal & Work Schedule.
- K. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in Attachment B – Cost Proposal & Work Schedule, no payment will be made until the deliverable has been satisfactorily completed.
- L. Change orders may not be used to amend this contract and may not exceed the scope of work under this contract.
- M. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE VI – TERMINATION

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

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- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount of compensation for which the Government shall be liable if this contract is terminated is NA dollars.

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the contract cost principles and procedures set forth in Title 48 of the Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Part 31, Sections 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Part 31 shall be subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with California Public Contract Code Sections 10115, et seq. and Title 21 of the California Code of Regulations, Chapter 21, Sections 2500, et seq., when applicable and other matters connected with the performance of the contract pursuant to California Government Code Section 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state of California, California State Auditor, COUNTY, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of Twenty Five thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain this provision.

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.

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- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by the Humboldt County Auditor-Controller of unresolved audit issues. CONSULTANT's request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instance of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, approved Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relationship between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated herein with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) resulting from this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI – EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment, or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00) requiring prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.
- D. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all federal, state, and local laws and ordinances applicable to the work required hereunder.
- B. Any subcontract entered into as a result of this contract, if for more than Twenty Five Thousand Dollars (\$25,000.00), for public works construction or more than Fifteen Thousand Dollars (\$15,000.00) for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described herein and Attachment A – Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. (See <http://www.dir.ca.gov>.)

ARTICLE XIII – CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV – PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONSULTANT hereby certifies to the best of his or her knowledge and belief that:

1. No local, state or federal appropriated funds have been paid, or will be paid by, or on behalf of, CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member, officer or employee of the California State Legislature or United States Congress; or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a member, officer or employee of Congress; or an employee of a member of Congress, in connection with a federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed One Hundred Thousand Dollars (\$100,000.00) and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of California Government Code Section 12990 and Title 2 of the California Code of Regulations Section 8103.

B. During the performance of this contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over forty (40) years of age), marital status, and denial of family care leave. CONSULTANT and subconsultants shall

insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Sections 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- C. CONSULTANT shall comply with regulations relative to Title VI of the Civil Rights Act of 1964 (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 CFR, Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Title VI of the Civil Rights Act of 1964 provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. CONSULTANT, with regard to the work performed during this contract shall act in accordance with Title VI of the Civil Rights Act of 1964. Specifically, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT Regulations, including employment practices for employment related programs.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

ARTICLE XVIII – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties,

in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract due to insufficient funding upon thirty (30) days advance written notice pursuant to the termination provisions set forth herein, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX – CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

ARTICLE XX – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is Sixteen percent (16%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or in Attachment D – Consultant Contract DBE Information (Exhibit 10-O2), which are attached hereto and incorporated as part of the contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. DOT assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

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- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors must be evaluated.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of this contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise, First-Tier Subconsultants," CEM-2402F [Exhibit 17-F, of the Local Assistance Procedures Manual (LAPM)], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty five percent (25%) of the dollar value of the invoice being withheld from payment until such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises, First-Tier Subconsultants" form is submitted to COUNTY's Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days thereof.

ARTICLE XXI – CONTINGENT FEE

CONSULTANT warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide

established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to terminate this contract without liability, pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII – DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and other COUNTY officials, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under this contract, CONSULTANT may request review by COUNTY. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII – INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the State of California, and FHWA, if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the Humboldt County Risk Manager and other COUNTY representatives. CONSULTANT's personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the California Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXV – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this contract, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire period required by this contract, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier satisfactory to COUNTY, 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, which will protect those described below

from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly by it, or by anyone for whose acts CONSULTANT may be liable:

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, subject to a deductible of not more than Twenty Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 2. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence including coverage for owned, non owned and hired vehicles, subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00) payable by CONSULTANT.
 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 (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate), subject to a deductible not to exceed Twenty Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. 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. CONSULTANT's insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. CONSULTANT's Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants, agents and landlord, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. CONSULTANT's Commercial General Liability policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability for bodily injury or property damage provided the bodily injury or property damage occurs subsequent to the full execution of the Agreement for Consultant Services between the COUNTY and CONSULTANT.

- b. Is the primary insurance with regard to COUNTY.
 - c. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to as "XCU Hazards."
 - d. Does not contain a pro-rated excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured's 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.
 - 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.
 - 8. Nothing contained herein shall be construed as limiting in any way the extent to which CONSULTANT or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.
- C. 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.

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COUNTY: County of Humboldt
Attn: Risk Management
825 Fifth Street, Room 131
Eureka, CA 95501

Humboldt County Department of Public Works
Attn: Andrew Bundschuh, Contract Administrator
1106 Second Street
Eureka, CA 95501

CONSULTANT: North State Resources, Inc.
Attn: Wirt Lanning, Project Manager
5000 Bechelli Lane, Suite 203
Redding, CA 96002

- D. In connection with the performance of the non-design professional services required hereunder, if any, 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 and costs of any kind or nature, including, without limitation, reasonable costs and fees of litigation, arising out of, or in connection with, CONSULTANT's negligent performance of, or failure to comply with, any of its obligations contained in this contract, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. CONSULTANT shall reimburse COUNTY for all reasonable costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this contract.

ARTICLE XXVI – OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. The parties hereby agree to comply with all applicable federal provisions pertaining to patent rights regarding rights to inventions (48 CFR, Part 27, Subpart 27.3 – Patent Rights Under Government Contracts for Federal-Aid Contracts).
- E. COUNTY may permit copyrighting reports or other products created hereunder. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

- F. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVII – CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY’s construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY’s Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims.
- C. Services of CONSULTANT in connection with COUNTY’s construction contractor claims will be performed pursuant to a written contract amendment.
- D. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. In performance of this contract, 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.
- B. All financial, statistical, personal, technical, or other information relative to COUNTY’s operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- D. All informational material related to this Agreement shall receive approval from COUNTY prior to being 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 COUNTY’s Contract Administrator.
- E. Any subcontract resulting from this contract shall contain all of the provisions of this Article.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with California Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within two (2) years prior to the execution of this contract, because of CONSULTANT’s failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

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ARTICLE XXX – EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained by COUNTY as part of the contract record.

ARTICLE XXXI – RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- B. No retainage will be withheld by COUNTY from progress payments due to CONSULTANT. Retainage by CONSULTANT or subconsultants is prohibited, and no retainage will be held by CONSULTANT from progress due to subconsultants. Any violation of this provision shall subject CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONSULTANT or subconsultants in the event of a dispute involving late payment or nonpayment by CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE consultants and subconsultants.

ARTICLE XXXII – NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

COUNTY: Humboldt County Department of Public Works
Attn: Andrew Bundschuh, Contract Administrator
1106 Second Street
Eureka, California, 95501

CONSULTANT: North State Resources, Inc.
Attn: Wirt Lanning, Project Manager & Laura Kuh, Principal
5000 Bechelli Lane, Suite 203
Redding, CA 96002

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This contract 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.
- B. This contract is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this contract. This contract 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.
- C. CONSULTANT agrees to comply with all local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CONSULTANT further agrees to comply

- with all applicable local, state and federal accrediting, licensure and certification requirements.
- D. 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 contract.
 - E. The terms of this contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE XXXIV – NO WAIVER OF DEFAULT

- A. The waiver by either party of any breach of any requirement of this contract shall not be deemed a waiver of any such breach in the future, or of the breach of any other requirement of this contract.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this contract or any default which may then exist on the part of CONSULTANT. Neither 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 that CONSULTANT repay any funds disbursed to CONSULTANT under this contract, which in the judgment of COUNTY were not expended in accordance with the terms of this contract. CONSULTANT shall promptly refund any such funds upon demand.

ARTICLE XXXV – ATTORNEY FEES ON BREACH

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 contract 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.

ARTICLE XXXVI – 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 contract if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

ARTICLE XXXII – CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.


ARTICLE XXXVIII – SIGNATURES

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.

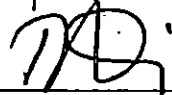
NORTH STATE RESOURCES, INC.:

By: 

Date: 11 Sept 2016

Name: LAURA KVA

Title: Principal / President

By: 

Date: 11 Sept 2016

Name: TIMOTHY KEWIT

Title: Principal / CEO

COUNTY OF HUMBOLDT:

By: 

Date: 9.20.16

Mark Lovelace
Chair, Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 

Date: 9/14/16

Risk Analyst

ATTACHMENTS

Attachment A – Scope of Work

Attachment B – Cost Proposal & Work Schedule

Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-01)

Attachment D – Consultant Contract DBE Information (Exhibit 10-02)

ATTACHMENT A
SCOPE OF WORK

ATTACHMENT A – SCOPE OF WORK

Scope of Work, Completion Schedule, and Cost Estimate Environmental Support Services for the Humboldt County Department of Public Works Honeydew Bridge Replacement Project

August 11, 2016

Scope of Work

The following scope of work was developed based on our understanding of the proposed project, information contained in the provided in the background materials provided by Humboldt County, our experience providing similar services on other Caltrans Local Assistance Highway Bridge Program-funded projects, and discussions between NSR, Humboldt County and Caltrans District 1 Local Assistance staff during the August 10, 2016 project scoping meeting.

Phase 1 – Environmental Analysis Phase

Task 1 – Project Management/ Coordination

The NSR Project Manager will attend a project kick-off meeting with the County and Caltrans District 1. Key technical staff may be made available to participate via conference call, if necessary. Participants will then discuss the following: initial identification of issues; scope of technical studies; key milestones for completing the requested technical schedules and the CEQA/NEPA compliance documentation; and a detailed schedule for submittals which includes input from the engineering consultant, Morrison Structures. We will identify key participants from the team and define project communication protocols.

In order to maintain an open line of communication between NSR, the County, and Caltrans District 1 Local Assistance throughout the environmental approval phase, NSR shall facilitate regular, monthly conference calls (2 hours per call per month over a 30-month period) that are attended by the NSR Project Manager, the County, and Caltrans, as needed. Throughout the project we will submit periodic progress reports and pertinent written correspondence and maintain/update the project delivery schedule.

Deliverable: Meeting notes, e-mails summarizing conversations, detailed project schedule, progress reports.

Meeting(s): Attendance at project kick-off meeting in Humboldt County; Thirty (30) monthly conference calls
(Note – in person meetings are identified for the remaining tasks).

Task 2 – Prepare Project Description and Purpose and Need

NSR, with input from the County and Morrison Structures, will prepare a written description of the proposed action and purpose and need for incorporation into the EIR/EA. The draft description and purpose and need will be submitted to the County and Caltrans for review and comment. After resolution of the comments, and incorporation of changes as appropriate, NSR will prepare the final description and purpose and need for inclusion into the technical studies and EIR/EA.

Deliverable: Electronic versions of administrative draft project description and revised drafts will be e-mailed to the County and Caltrans.

Meeting(s): Not Applicable

ATTACHMENT A – SCOPE OF WORK

Task 3 – Conduct Botanical Survey and Mapping of Vegetation and Jurisdictional Waters

NSR will conduct a two-visit botanical survey of the biological study area (BSA). The timing of the survey will correspond to the blooming periods for special-status vascular plant species with potential to occur in the study area. Tentatively the survey is scheduled for late spring/early summer 2017, but the actual survey time may vary depending on the progression of environmental parameters (e.g., rainfall and temperature patterns). The results of the plant survey will be summarized in a brief technical memorandum, and include: comprehensive list of all vascular plant species observed within the BSA; figure showing location(s) and acreage(s) for any special-status plant occurrences; and any noxious weed species populations (to ensure that the project complies with Federal Executive Order 13112 - Invasive Species).

As part of the botanical survey, NSR will also map vegetation communities within the BSA, including riparian habitat and other potential CDFW sensitive habitats, potential jurisdictional waters, and the ordinary high water mark of the Mattole River. All observed vegetation communities, with any sensitive communities highlighted, will be presented in a figure for inclusion in pertinent environmental documents. If no potential wetlands are mapped, NSR will prepare a jurisdictional waters map that simply shows the ordinary high-water mark of the Mattole River. If potential wetlands are observed, NSR will complete a full delineation and report under Task 4.

Deliverable: Electronic versions of the botanical survey memorandum, vegetation communities figure, and jurisdictional waters figure.

Meeting(s): Not Applicable

Task 4 – Preparation Wetland Delineation Report (Optional)

If potentially jurisdictional wetlands are observed during the Task 3 site visit, NSR will conduct a delineation of waters of the United States, including identification of the ordinary high water mark of the Mattole River, and prepare a report that can be submitted to the U.S. Army Corps of Engineers (Corps) for verification in support of Clean Water Act Section 404 permitting. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the study area; a field survey to delineate the boundaries of waters of the United States using methods prescribed by the Corps; and preparation of a report. For the field survey, NSR will perform a routine delineation within the study area and acquire coordinates of wetland/other waters boundaries and other relevant features with GPS.

Maps will be prepared, utilizing geographic information systems technology, on base topographic maps of the study area or aerial imagery provided by the County or Morrison Structures. The delineation report will contain background information, data sheets, site photos, and a delineation map (minimum scale of 1"=200').

A draft delineation report will be submitted to the County for review and approval. Following incorporation of comments provided by the County, NSR will submit the delineation report to Caltrans District 1 Local Assistance for review and approval. Following approval by Caltrans, NSR will submit final copies (in electronic format) to the County. If requested by the County, NSR will submit the delineation report to Corps (San Francisco District) for verification. NSR, as directed by the County, will prepare a final, revised wetland delineation map based on comments provided by the Corps, if applicable.

Deliverable: Electronic version of administrative draft wetland delineation; three (3) hard copies of draft wetland delineation report and PDF; and five (5) copies of final wetland delineation report and PDF.

ATTACHMENT A – SCOPE OF WORK

Meeting(s): Not Applicable

Task 5 – Prepare Biological Assessment/Essential Fish Habitat Assessment for Listed Salmonids

NSR will coordinate and attend a technical assistance meeting and a site visit with County staff, Caltrans District 1, NMFS, and potentially from CDFW staff. The purposes of the meeting are to discuss the study area, construction methodologies/design options, impact, avoidance and minimization strategies, identify potential agency concerns, project communication protocol, and schedule for submittals. Based on the relevant issues raised and the outcome of this meeting, NSR will conduct a field visit and characterization of aquatic habitat within the Mattole River, including approximately 750 feet upstream and downstream of the proposed bridge alignment. Note – If there is private property within the study area, NSR will only survey those areas where permission has been granted to the County by the property owner. The characterization will include extent of suitable anadromous salmon spawning and rearing habitats within the affected river reach.

Since federal funding would be required for the project, Caltrans District 1, as designated by FHWA, would serve as the federal lead agency for Section 7 ESA consultation with NMFS. Consultation with NMFS will also be required under Section 305(b)(2) of the Magnuson-Stevens Fishery Conservation and Management Act with regard to essential fish habitat (EFH) for Pacific salmon. NSR will prepare a combined BA/EFHA and coordinate with the County, Caltrans, and NMFS, as necessary, to assist with the required federal endangered species and EFH consultation processes. This BA/EFHA will fully analyze the effects of the proposed action. The BA/EFHA will be focused to address project impacts to Northern California steelhead Distinct Population Segment (DPS) and critical habitat (CH), California Coastal evolutionarily significant unit (ESU) Chinook salmon and CH, and Southern Oregon/Northern California ESU Coho salmon and CH. The document will include the following sections: introduction, consultation to date, description of proposed action including the action area, species considered and life history needs, environmental baseline, effects of the proposed action (including hydro-acoustical effects associated with pile-driving activities, Task 6), cumulative effects, conclusion and determination, recommendations for mitigation, and an EFHA discussion, and references.

A copy of the Administrative Draft BA/EFHA will be provided to the County for review and comment. NSR will address County comments and submit a Draft BA/EFHA to the County for circulation to pertinent resource agencies (i.e., Caltrans, NMFS). If necessary, NSR will prepare a Final BA/EFHA which addresses comments from Caltrans. NSR will also coordinate with NMFS, as necessary, to assist the County and Caltrans with the required federal endangered species act consultation process.

Deliverable: Electronic version of administrative draft BA/EFHA; three (3) hard copies of revised BA/EFHA and PDF; and five (5) copies of final BA/EFHA and PDF.

Meeting(s): Site meeting with resource agencies by the Fisheries Lead.

Task 6 – Conduct Hydroacoustic Analysis

NSR will conduct a hydroacoustic impact analysis using pile driving and geotechnical data provided by the County and their engineering consultant, Morrison Structures. The analysis will be conducted in accordance with the recently adopted “*Technical Guidance for Assessment and Mitigation of Hydroacoustic Effects of Pile Driving on Fish*” (Caltrans, November 2015). As part of the analysis, NSR will use the NMFS Pile Driving Calculations model to assess the potential impacts of pile-driving activities. Use of this model requires the input of parameter values for similarly driven piles under similar environmental conditions obtained from the primary scientific literature, agency reports, and mitigation monitoring reports. NSR will review Appendix 1 of the Hydroacoustic

ATTACHMENT A – SCOPE OF WORK

Guidance Document, which is a Compendium of Hydroacoustic Data, to identify relevant information that best matches the Honeydew Bridge Replacement Project. Once selected data are identified, NSR will contact the Caltrans District 1 biologist and NMFS biologist assigned to the proposed project to confirm that the data are appropriate for use for the project. This information will be used to evaluate potential acoustic effects of pile driving and associated sound levels on all life stages of salmonids. The results of the analysis will be incorporated into the BA/EFHA (Task 5).

Deliverable: Will be part of Task 5, BA/EFHA.

Meeting(s): Conference call with County and/or Morrison Structures to discuss analysis.

Task 7 – Revise Natural Environment Study Report (Optional)

NSR will prepare a revised NES report that updates the previous NES report that was prepared by County staff and approved by Caltrans District 1 in December 2013. The NES report will be revised to utilize the current Caltrans NES template (<http://www.dot.ca.gov/ser/forms.htm>), which has been updated since the previous NES report was approved. The updated NES report will include: a revised project description; summary of the botanical survey, vegetation mapping, and wetland delineation (Tasks 3 and 4); summary of information contained in the Biological Assessment/Essential Fish Habitat Assessment, as well as the results of the Section 7 consultation processes with NMFS; incorporate the technical assistance that was conducted between the County, Caltrans, and USFWS to document a no effect finding for northern spotted owl and marbled murrelet; and an updated species list from the USFWS and NMFS. As needed, we will update the characterization of biological resources in the BSA and vicinity; assessment of project impacts to biological resources; identification of general mitigation measures; and discussion on the status of any required agency consultations. The NES report will also include: an evaluation of impacts to jurisdictional waters affected by the project based project site plans and wetland impact calculations developed in coordination with the County and Morrison Structures; recommendations for avoidance, minimization, and mitigation measures, and preparation of the Wetlands Only Practicable Finding – Alternative finding pursuant to Executive Order 11990, Protection of Wetlands will also be incorporated into the NES report.

An internal draft NES will be submitted for review by the County before sending to Caltrans for review and approval. Once County comments are addressed, NSR will submit a draft NES for review by Caltrans. The NES will be finalized and submitted to Caltrans for approval. NSR will address comments provided by Caltrans and submit a final NES report for review and approval

Deliverable: Electronic version of administrative draft NES report; three (3) hard copies of revised NES report and PDF; and five (5) copies of final NES report and PDF.

Meeting(s): Not Applicable

Task 8– Prepare Visual Impact Assessment – Moderate Level Report

A visual impact assessment (VIA) – moderate level report will be prepared under the direction of Sharrah Dunlap Sawyer that qualitatively analyzes the potential effects of a new bridge located in the same alignment as an existing, historic bridge structure. This study will generally follow the guidance outlined in *Visual Impact Assessment for Highway Projects* (FHWA, 1981) and focus on potential impacts of replacing the existing bridge to the aesthetic environment and be limited to a site reconnaissance to assess the scenic landscape units and view sheds, identify and map visual assessment units, and key observation points; photo-documentation of key public observation points and viewing areas (e.g., views from Mattole Road and the Honeydew community); and a consistency review of the Humboldt County General Plan to determine pertinent planning goals, policies, and objectives to protect visual

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resources and to identify anticipated viewer groups. If required, up to two detailed computer simulation of various bridge design options will be included in the VIA. A draft VIA report will be submitted to the County for review and approval. The VIA report will include the following sections: purpose of study; project description; project location and setting; assessment method; visual assessment units and key view; visual resources and resource change; viewers and viewer response (views to and from the bridge); visual impact (by visual assessment unit); project visual impact summary; cumulative visual impact; and avoidance, minimization and/or mitigation measures; and conclusions. NSR will incorporate any comments from the County and prepare a revised report for submittal to Caltrans District I. If necessary, NSR will respond to comments provided by Caltrans District I and prepare and submit a final VIA report. All work will be overseen and signed off by Tim MacLean, Licensed Landscape Architect with Sharrah Dunlap Sawyer.

Deliverable: Electronic version of administrative draft VIA report; three (3) hard copies of revised VIA report and PDF; and five (5) copies of final VIA report and PDF.

Meeting(s): Not Applicable

Task 9 – Conduct Initial Site Assessment for Potential Hazardous Materials Contaminants

WRECO, as a subconsultant to NSR, will be responsible for preparing the Initial Site Assessment Report (ISA). As optional tasks, they are available to perform the Phase II ISA, conduct limited soil screening, and submit a limited Soil Screening Report.

Sub-Task 9a: Phase I Initial Site Assessment

WRECO will prepare an ISA for the bridge site taking into account the type of work to be performed under this task, which will include the following activities:

- Obtain and review all readily available data, including previous studies, Caltrans Bridge Inspection Reports, Resource Conservation and Recovery Act (RCRA) facility inspections and plans, site investigation reports, groundwater monitoring reports, and Federal and State record reviews within 1 mile of the Project site provided by the Project Team, County, and other sources. This work is to document that no previously identified hazardous wastes were recorded as present at the bridge site.
- WRECO will conduct a field reconnaissance to assess the existing conditions at the bridge site to observe any hazardous wastes that may be visible at the surface.

WRECO will prepare an ISA following the latest Caltrans guidelines and summarize the results of our findings and further studies in a technical report. WRECO will incorporate the comments received from the County on the draft report and prepare the final report. The report will comply with Caltrans and CEQA/NEPA requirements.

Deliverable: Electronic version of administrative draft Phase I ISA report; three (3) hard copies of revised Phase I ISA report and PDF; and five (5) copies of final Phase I ISA report and PDF.

Meeting(s): Meeting with County staff to obtain project information.

Sub-Task 9b: Conduct Phase II Investigation (Optional)

If required by Caltrans based on the results of the Phase I ISA, WRECO will seek authorization to perform field sampling to screen structural elements for hazardous materials at the bridge site. Prior to sampling, WRECO will conduct limited pre-field site surveillance activities and prepare for site sampling. Pre-field activities will include: mapping bridge location, reviewing satellite imagery of the bridge to determine access and encroachment needs,

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assessing the bridge construction, verifying the required sampling methods, and identifying any potential hazards. WRECO will use this information to update its site-specific Health and Safety Plan (HASp) and Sampling and Analysis Plan (SAP) for the Project.

WRECO will then secure rights of entry, encroachment permits, or drilling/demolition permits as necessary to perform destructive sampling of bridge structure for asbestos-containing materials (ACM) and lead-based paint. WRECO will revise its standard SAP to meet the needs and scope of the current survey, focusing on the types of equipment, safety, limitations identified in permits, and methods needed to perform destructive sampling of suspected ACM and bridge surfaces suspected of having lead-based paint.

WRECO will conduct a field reconnaissance to visually assess the existing conditions in the vicinity of the Project site with respect to the potential for hazardous materials or hazardous materials impacts to the proposed Project. Because the existing bridge will be demolished and has the potential to contain lead-based paint and/or ACM, WRECO will collect and analyze samples of suspected ACM and/or lead paint from the existing bridge structure. WRECO will document the sample locations with photographs and sketches. Samples will be submitted to an accredited laboratory to be analyzed by polarized light microscopy and paint chip analysis. WRECO will conduct the survey under the direction of a Certified Asbestos & Lead Based Paint Consultant.

WRECO will prepare a Phase II ISA Report and incorporate materials sampling and analytical tests elements of a Phase II ISA. The Phase II ISA will serve as the asbestos and lead-based paint survey report and will be prepared in compliance with the federal National Emission Standards for Hazardous Air Pollutants (NESHAP) and North Coast Unified Air Quality Management District (NCUAQMD) regulations for asbestos and in compliance with the U.S. Environmental Protection Agency (EPA) and Caltrans regulations for lead hazards. The Phase II ISA Report will include the results of the limited hazardous materials assessment based on a literature review and visual site reconnaissance, and will also include the analytical test results of suspected ACM and/or lead paint from the existing bridge structure. The report will include a discussion of sample collection and testing methods and certifications of the individuals performing the work.

Additionally, the report will include an estimated summary of regulated and/or hazardous materials in order to prepare a Lead Compliance Plan and to provide quantity estimates of suspected ACM for NESHAP compliance with the NCUAQMD regulations. These estimates will be limited to the suspected ACM and lead-based paint materials on the existing bridge structure. WRECO will incorporate the comments received from the County on the Draft Phase II ISA Report and prepare the Final Phase II ISA Report. The Phase II ISA Report will comply with Caltrans and CEQA/NEPA requirements.

Deliverable: Electronic version of administrative draft Phase II ISA report; three (3) hard copies of revised Phase II ISA report and PDF; and five (5) copies of final Phase II ISA report and PDF.

Meeting(s): Not Applicable.

Sub-Task 9c: Conduct Limited Soil Screening (Optional)

If required by Caltrans based on the Phase I ISA findings, WRECO will seek authorization to perform field sampling to screen soil elements for hazardous materials at the bridge site, including mercury and aerially deposited lead (ADL). ADL may be present at high levels along the shoulders of Wilder Ridge Road from past leaded fuel vehicle emissions. Although leaded fuel was prohibited in California since the 1980s, ADL may still be present in soils adjacent to highways in use prior to that time.

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Prior to sampling, WRECO will conduct limited pre-field site surveillance activities and prepare for site sampling. Pre-field activities will include: mapping the bridge location, reviewing satellite imagery of the bridge to determine access and encroachment needs, assessing the bridge construction, verifying required sampling methods, and identifying any potential hazards. WRECO will use this information to update its site-specific HASP and SAP for the Project.

WRECO will then secure rights of entry, encroachment permits, or drilling/demolition permits as necessary to perform soil sampling of areas immediately adjacent to the bridge for mercury materials and ADL. Because the soils adjacent to the existing bridge will be disturbed, potentially moved off-site, and has the potential to contain ADL, WRECO will collect and analyze the soil samples at locations suspected of having ADL. WRECO will document the sample locations with photographs and GIS instrumentation. Samples will be submitted to an accredited laboratory to be analyzed by CAM-17 total metals testing and TCLP leachable metals analysis.

WRECO will prepare a Soil Screening Report and summarize the soil sampling and analytical test results and recommendations. The report will include a discussion of sample collection and testing methods and certifications of the individuals performing the work. Additionally, the report will include an estimated summary of regulated and/or hazardous materials in order to prepare a Lead Compliance Plan.

Deliverable: Electronic version of administrative draft soil screening report; three (3) hard copies of revised soil screening report and PDF; and five (5) copies of final soil screening report and PDF.

Meeting(s): Not Applicable.

Task 10 – Prepare Environmental Impact Report/Environmental Assessment

Sub-Task 10a: Prepare the Notice of Preparation and Conduct Public Scoping

This task includes the effort necessary to prepare and submit a Notice of Preparation (NOP) for the project. The NOP will be prepared in a format that is consistent with CEQA requirements and acceptable to the County and will include:

- Brief description of the project;
- Location Map (USGS Quad or other acceptable map base);
- Probable environmental effects of the proposed project; and
- Other information deemed significant to the project.

The NOP will be submitted to the State Clearinghouse and, as identified in consultation with the County, responsible agencies, trustee agencies, and others designated by the County. The NOP will be sent by certified mail or other delivery services that provides documentation of delivery. The submittal of the NOP triggers the 30-day public agency comment period.

NSR will compile the responses from the NOP and incorporate the responses into the project evaluation and EIR document. NSR will keep the County informed of agency comments as they are received. NSR will track the agency comment response deadline and respond (after County concurrence) to agency requests for additional comment time (if applicable).

NSR will support County staff in conducting a Scoping Meeting that will be held, likely in the community of Honeydew, to solicit input as to the scope and content of the EIR/EA. The purpose of the scoping session is to describe the project, seek agency comment on the scope and breadth of the technical studies, discuss potential

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alternatives to the project and preliminary mitigation requirements, and describe the anticipated environmental review schedule. The Scoping Meeting to be conducted during the 30-day NOP public review period. NSR will prepare appropriate graphics/visual displays, draft public notices, informational hand-outs, and presentation materials, as directed by County staff. It is assumed that the County will be responsible for distributing public notices and newspaper advertisements, arranging a scoping meeting location, and setting up the meeting room.

Deliverable: Electronic copies of the draft NOP; Thirty (30) copies of the final NOP; one (1) unbound reproducible copy; and one Word compatible file on CD.

Meeting(s): Attendance at the Scoping Meeting in Humboldt County by NSR Project Manager and other technical staff

Sub-Task 10b: Prepare Administrative Draft Environmental Impact Report / Environmental Assessment

NSR will prepare a joint administrative draft EIR/EA (ADEIR/EA) document that follows the current Caltrans template, in accordance with the requirements presented in Caltrans' Standard Environmental Reference, Chapter 37, Preparing Joint NEPA/CEQA Documentation). The general outline of the EIR/EA is as follows:

- Cover Sheet;
- General Information about the Document;
- Title Sheet;
- Table of Contents;
- Chapter 1 – Proposed Project (Introduction, Purpose and Need, Project Description, Alternatives, Permits and Approvals Needed);
- Chapter 2 – Affected Environment, Environmental Consequences, and Avoidance, Minimization, and/or Mitigation Measures (Regulatory Setting, Affected Environment, Environmental Consequences, Avoidance, Minimization, and/or Mitigation Measures; Human Environment resource topics, Physical Environment Topics; Biological Environment Topics; Cumulative Impacts);
- Chapter 3 – CEQA Evaluation (Determining Significance under CEQA, Discussion of Significant Impacts, Mitigation Measures for Significant Impacts);
- Chapter 4 – Comments and Coordination;
- Chapter 5 – List of Preparers;
- Chapter 6 –Distribution List; and
- Appendices – (CEQA Checklist, Section 4(f), Title VI Policy Statement, Glossary of Technical Terms [optional], Avoidance, Minimization, and/or Mitigation Measures Summary, List of Acronyms [optional], and list of technical studies.

The document will be prepared in a narrative format that incorporates the project description/purposed and need statement developed under Task 2 and summarizes the results of the technical studies listed in Tasks 3-9, as well as

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the technical studies prepared by the County (i.e., NES report, Section 4(f) evaluation) and other consultants under separate contract to the County (i.e., hydraulic study, geotechnical study, ASR/HPSR, HRER, FOAE, MOA). The document will also contain supporting graphics.

The ADEIR/EA will contain a description (or descriptions) of the physical environmental conditions on the site and within the vicinity of the proposed project. This discussion will review all aspects of the physical environment, but will concentrate on resources that may be affected by the proposed project (i.e., biological resources, cultural resources, visual resources). This evaluation will rely on the information from the aforementioned technical studies, as well as any additional evaluations conducted in support of the ADEIR/EA. The Affected Environment/Environmental Setting will form the baseline conditions for determining potential environmental consequences/impacts and evaluation of the alternatives. Pertinent state and federal regulations will be summarized for each resource topic addressed in the ADEIR/EA.

The ADEIR/EA will evaluate the potential environmental effects of the proposed project. The evaluation will include short- and long-term effects and direct and indirect effects. Cumulative effects will also be evaluated. It will develop “Thresholds of Significance” for determining the relative impact of the proposed project under CEQA on a specific resource.

Mitigation Measures will be prepared pursuant to CEQA guidelines (e.g., Section 15126.4). NSR will coordinate with the County staff and the necessary agencies to develop both avoidance/minimization measures and mitigation measures to minimize significant adverse environmental effects. Measures proposed by other agencies shall be identified in the document.

It is anticipated that the environmental document will analyze at a minimum following alternatives: preferred alternative; another build alternative; and No Project/No Action alternative. Alternatives carried forward for evaluation in the ADEIR/EA will be presented with detail sufficient to support meaningful analysis. The narrative description for the alternatives will be prepared by NSR, in coordination with County and Caltrans District 1 staff. Development of detailed site plans for alternative designs is not included in this work plan. The ADEIR/EA will describe any alternatives that were considered by the County, but rejected as infeasible during the scoping process. The evaluation will be conducted at a level of detail sufficient to allow meaningful comparisons with the proposed action.

The ADEIR/EA will be structured to integrate the results of the Section 106 process (draft programmatic agreement), Section 7 ESA consultant, and Section 4(f) process (draft Section 4(f) evaluation). Upon completion of the ADEIR/EA, we will circulate the document for review and comment by the County. NSR will incorporate County comments, complete the required Caltrans Quality Review Checklist and submit to Caltrans District 1 for review and comment. NSR will revise the administrative draft EIR/EA to address Caltrans District 1 comments, complete required Caltrans Quality Assurance forms and submit to Caltrans District 1. Caltrans District 1 will then submit the revised administrative draft, pending approval, to Caltrans Headquarters for separate review.

Deliverable: Electronic copy (PDF and Word.doc) of up to three versions of the ADEIR/EA; Three (3) hard copies of the 3rd version of the ADEIR/EA; PDF of required Quality Review Checklist forms.

Meeting(s): Not Applicable.

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Sub-Task 10c: Prepare Public Draft Environmental Impact Report / Environmental Assessment

Following review of final County and Caltrans Headquarters' comments on the ADEIR/EA, NSR will discuss the revisions of the ADEIR/EA with County and Caltrans District 1 staff, incorporate any changes as needed to prepare the Draft EIR/EA (DEIR/EA), and assist with completion of the Quality Review Certification Sheet. A screen-check of the DEIR/EA will be provided to the County and Caltrans District 1 for final review and approval. Caltrans District 1 will coordinate with Caltrans Headquarters to get a recommendations to release the DEIR/EA for public review before the document is reproduced and distributed.

Deliverable: PDF of Quality Review certification Sheets; Three (3) hard copies of the screen-check DEIR/EA; Twenty (20) bound copies of the DEIR/EA; Twenty (20) CDs of the DEIR/EA; One (1) CD containing copies of the DEIR/EA and any appendices in PDF format, suitable for printing; and one (1) unbound reproducible copy.

Meeting(s): Attendance by the NSR project manager at one (1) meeting to review project team comments on the ADEIR/EA.

Sub-Task 10d: Prepare Public Notices and Circulate DEIR/EA

NSR will prepare a Notice of Completion (CEQA) form, submit to the County for review and signature, and submit to the Office of Planning and Research to initiate the public review process. We recommend the County provide, at a minimum, a 45-day public comment period. NSR assumes that the County will be responsible for compiling all comment letters received on the DEIR/EA.

Deliverable: One (1) signed copy of the NOC form for submittal to the State Clearinghouse, along with Fifteen (15) copies of the DEIR/EA (can be Executive Summary in hard copy form with a CD of the entire document).

Meeting(s): Not Applicable

Sub-Task 10e: Public Hearing and Notice

NSR will assist with the preparation of the Public Notice for the availability of the DEIR/EA for the project, including the Notice for a Public Hearing. This notice shall be published concurrent with the Notice of Completion. The County will be responsible for publication of the public notice in the local newspaper.

NSR will prepare up to three (3) presentation size graphics for the public hearing. The NSR team will prepare for and attend (up to three representatives) one public hearing. The County will provide the site, advertising for the meeting, public address systems or other presentation equipment, equipment to accommodate persons with disabilities and necessary security and insurance for the meeting. NSR will document comments received during the public comment period in a comment matrix. This task does not include transcripts of the Hearing.

Deliverable: Up to three (3) presentation size graphics; materials and handouts.

Meeting(s): Attendance at the Public Hearing by no more than three (3) NSR team members.

Sub-Task 10f: Prepare Mitigation Monitoring and Reporting Plan

NSR will prepare a comprehensive and effective Mitigation Monitoring and Reporting Plan (MMRP) to ensure that measures identified in the EIR/EA are implemented. NSR will prepare a draft version of the MMRP for review by the County. As with other documentation tasks for this project, portions of the MMRP may be prepared concurrent with other tasks and will use, to the extent possible, available documentation. The Draft MMRP will include:

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- Mitigation requirements by environmental topic or resource area;
- Criteria for measuring success and/or completion of mitigation;
- Party(ies) that are responsible for implementation; and
- Party(ies) that are responsible for monitoring/reporting.

Deliverable: Fifteen (15) copies of the Mitigation Monitoring and Reporting Plan; one (1) unbound reproducible copy; and one Word compatible file on CD.

Meeting(s): Not Applicable

Sub-Task 10g: Prepare Final EIR and EA/Finding of No Significant Impact / Coordinate Project Approval

After the close of the public comment period, NSR will review the public and agency comments and provide written responses for each comment provided. The DEIR/EA will become the final EIR/EA and the written responses to comments will be included as a separate, bound document. Upon completion of the FEIR/EA, we will circulate the document for review and comment by the County. NSR will incorporate County comments, complete the required Caltrans Quality Review Checklist and submit to Caltrans District 1 for review and comment. NSR will revise the FEIR/EA to address Caltrans District 1 comments, complete required Caltrans Quality Assurance forms and submit to Caltrans District 1. Caltrans District 1 will then submit the revised FEIR/EA, pending approval, to Caltrans Headquarters for separate review. Following review of final County and Caltrans Headquarters' comments on the FEIR/EA, NSR will discuss the revisions of the FEIR/EA with County and Caltrans District 1 staff, incorporate any changes as needed to prepare the FEIR/EA, and assist with completion of the Quality Review Certification Sheet. A screen-check of the FEIR/EA will be provided to the County and Caltrans District 1 for final review and approval. Caltrans District 1 will coordinate with Caltrans Headquarters to get a recommendations to release the FEIR/EA for public review before the document is reproduced and distributed.

NSR will deliver the Notice of Determination (NOD) form and Proposed Finding of No Significant Impact (including the final EIR/EA) to the County and to Caltrans. The Final EIR/EA will integrate the findings and mitigation measures associated with both the Section 106 process (final MOA), Section 7 ESA consultation (BO); Section 4(f) process (final Section 4[f] evaluation).

NSR will coordinate the final stages of the CEQA process with the County. CEQA approval, via certification of final EIR, would be obtained at a regularly scheduled meeting of the Board of Supervisors. CEQA *Guidelines* (Section 15075) requires that the lead agency file a Notice of Determination (NOD) with the County clerk and with the state Office of Planning and Research after deciding to approve a project for which an EIR has been adopted. Per standard procedures, Caltrans will review and approve the document and adopt the FONSI. Before Caltrans can adopt the FONSI, the Section 7, Section 106 and Section 4(f) consultations and reviews will have to be completed. The NEPA process is complete with Caltrans adoption of the FONSI.

Deliverable: Electronic copy (PDF and Word.doc) of up to three versions of the FEIR/EA; Three (3) hard copies of the 3rd version of the FEIR/EA; PDF of required Quality Review Checklist forms; PDF of Quality Review certification Sheets; Three (3) hard copies of the screen-check FEIR/EA; Fifteen (15) bound copies of the FEIR/EA (responses to comments volume); One (1) Unbound, Camera-ready copies of the FEIR/EA (responses to comments volume); Electronic copy of the FEIR/EA (responses to comments volume); one (1) draft copy of the NOD for County signature.

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Meeting(s): Not Applicable.

Sub-Task 10h: Prepare Findings of Fact

Pursuant to Section 15091 of the CEQA *Guidelines*, NSR will prepare the findings of fact, including a statement of overriding considerations if needed, on behalf of the County, if requested. The statement of findings will be used by the County Board of Supervisors to make a decision on whether to certify the EIR or not.

Deliverable: Five (5) copies of the findings of fact document; one (1) unbound reproducible copy; and one Word compatible file on CD.

Meeting(s): Not Applicable.

Phase 2 – Environmental Permitting Phase (Optional)

Task 11 – Permitting (Optional)

Under this task, NSR would prepare the necessary permitting packages for the County's signature and submittal. Based on the issues associated with the proposed project and information contained in the NES report prepared by the County, NSR anticipates the following permits will be required:

Subtask 11a: Clean Water Act Section 404 Permit (U.S. Army Corps of Engineers)

Based on the nature of the proposed project and anticipated effects on waters of the United States, the project will likely qualify for coverage under Nationwide Permit #14 for Linear Transportation Projects. Preparation of an Individual Permit application or Letter of Permission is excluded from this scope of work. To obtain coverage under the Nationwide Permit, NSR will prepare a pre-construction notification and provide details on the anticipated project impacts (i.e., placement of fill) on waters of the United States, including wetlands. The County and/or their engineering consultant (Morrison Structures) will be responsible for providing NSR with the project detail necessary to complete the PCN (e.g., area, type, and volume of fill material).

If mitigation is required for project impacts, we will prepare a conceptual riparian mitigation plan that discusses on-site mitigation (if feasible) or use of available mitigation banks to offset impacts on wetlands or other waters. We assume a detailed mitigation plan will not be required.

NSR will complete the Application for Department of Army Permit, Form 4345 and submit to the County, along with the PCN, electronically for signature. The County will be responsible for submitting to the Corps. NSR will respond, per the County's request, to Corps comments regarding the processing of the PCN authorization.

Sub-task 11b: Clean Water Act Section 401 Water Quality Certification (North Coast Regional Water Quality Control Board)

Any project requiring a Section 404 from the Corps must also obtain a water quality certification or waiver per Section 401 of the Clean Water Act. NSR shall prepare and submit to the North Coast RWQCB a request for water quality certification or waiver for the project per Section 401 of the Clean Water Act. The County would be required to pay any required fees to the State Water Resources Control Board.

Sub-task 11c: California Fish and Game Code Section 1602 Streambed Alteration Agreement (California Department of Fish and Wildlife)

Pursuant to Section 1602 of the California Fish and Game Code, a public entity proposing an activity that will substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream,

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or lake designated by the CDFW must receive a discretionary Streambed Alteration Agreement. NSR shall prepare a Streambed Alteration Agreement application on behalf of the County for submittal to the CDFW. If requested by CDFW, an NSR biologist will be available to meet with a CDFW representative at the project site to provide project information and to discuss likely CDFW requirements for the project. The County would be required to pay the required permit application fee to the CDFW. As part of the environmental review process, NSR will coordinate preparation of the environmental document with CDFW to ensure that issues are resolved prior to adoption of the final CEQA document. This early coordination with CDFW will simplify the Streambed Alteration Agreement process.

Sub-Task 11d: Prepare Public Agency General Lease Application (State Lands Commission)

The State of California maintains ownership of the bed of the Mattole River, and placement of structures within the river requires a public agency general lease issued by the State Lands Commission. NSR will assist the County with the preparation of a Public Agency General Lease application for submittal to the State Lands Commission. The State Lands Commission cannot approve a lease until the CEQA process has been completed. The County would be required to pay the required permit application fee to the State Lands Commission.

Deliverable: Copies of permitting applications for signature and submittal by the County. All permitting fees will be paid for by the County.

Meeting(s): Attendance at up to two (2) meetings with the regulatory agencies

ATTACHMENT B
COST PROPOSAL & WORK SCHEDULE

ATTACHMENT B - COST PROPOSAL

Exhibit 10-H Cost Proposal Humboldt County Public Works Department

Honeydew Bridge Replacement Project

Contract No. 594055 Date 8/23/2016
 Consultant North State Resources, Inc/Prime

DIRECT LABOR

| Classification | Name | Hours | Rate | Total |
|---------------------------|--------------------|-------------|----------|-------------|
| Principal | L. Kuh | 4 | \$ 59.40 | \$237.60 |
| Program Manager 4 | W. Lanning | 309 | \$ 56.28 | \$17,390.52 |
| Program Manager 4 | K. Marine | 68 | \$ 59.44 | \$4,041.92 |
| Program Manager 3 | M. Wuestehube | 20 | \$ 50.68 | \$1,013.60 |
| Biologist 4 | L. Lindtstrand III | 34 | \$ 42.92 | \$1,459.28 |
| Biologist 2 | K Bainbridge | 128 | \$ 26.21 | \$3,354.88 |
| Biologist 2 | S. Tona | 156 | \$ 24.32 | \$3,793.92 |
| Biologist 2 | G. Youngblood | 0 | \$ 22.80 | \$0.00 |
| Biologist 2 | D. Pluth | 118 | \$ 24.12 | \$2,846.16 |
| Biologist 1 | T. Hanson | 0 | \$ 20.52 | \$0.00 |
| Biologist 1 | M. Mercer | 0 | \$ 23.52 | \$0.00 |
| GIS & Mapping Analyst 2 | T. Mooney | 130 | \$ 26.24 | \$3,411.20 |
| Environmental Analyst 4 | C. Carpenter | 546 | \$ 33.80 | \$18,454.80 |
| Environmental Analyst 4 | L. Perry | 152 | \$ 44.44 | \$6,754.88 |
| Environmental Analyst 4 | J. McLaughlin | 332 | \$ 33.36 | \$11,075.52 |
| Environmental Scientist 2 | S. Holt | 200 | \$ 27.80 | \$5,560.00 |
| GIS & Mapping Analyst 4 | C. Shoemaker | 0 | \$ 36.52 | \$0.00 |
| Admin. Manager 4 | B. Wiechman | 11 | \$ 34.52 | \$379.72 |
| Admin. Manager 4 | G. Smith | 0 | \$ 34.20 | \$0.00 |
| Admin. Manager 3 | C. Duncan | 0 | \$ 30.92 | \$0.00 |
| Admin. Assistant 3 | S. Langford | 208 | \$ 27.40 | \$5,699.20 |
| Admin. Assistant 2 | D. Parke | 44 | \$ 21.00 | \$924.00 |
| Admin. Assistant 2 | R. Barnard | 48 | \$ 23.56 | \$1,130.88 |
| Total Hours | | 2508 | | |

Subtotal Direct Labor Costs \$87,528.08

Salary Increases (3.02%) \$2,645.54

Total - Direct Labor Costs \$90,173.62

INDIRECT COSTS

| | Rate | Total |
|-----------------------------|---------|---------------------|
| Overhead | 91.30% | \$ 82,328.52 |
| Fringe Benefit | 50.40% | \$ 45,447.50 |
| General and Administrative | 30.80% | \$ 27,773.47 |
| | 172.50% | |
| Total Indirect Costs | | <u>\$155,549.49</u> |

FEE (10.0% Profit) **Total Fee** \$ 24,572.31

OTHER COSTS

| | Unit | Cost | Total |
|-----------------------------------|-------|-----------|-------------|
| Travel | 3,480 | \$ 0.57 | \$ 1,966.20 |
| Pier Diem/Hotel | 6 | \$ 129.00 | \$ 774.00 |
| Graphics (Poster Boards) | 6 | \$ 45.00 | \$ 270.00 |
| Conference Call and Mailing Costs | 162 | \$ 10.00 | \$ 1,620.00 |
| GIS Work Station | 130 | \$ 12.85 | \$ 1,670.50 |
| Submeter GPS Usage (per day) | 3 | \$ 60.00 | \$ 180.00 |
| Other Direct Cost, Info Center | 0 | \$ 250.00 | \$ - |
| 81/2X11 reproduction (B&W) | 34250 | \$ 0.06 | \$ 2,055.00 |
| 11X17 reproduction (B&W) | 480 | \$ 0.11 | \$ 52.80 |
| 81/2X11 reproduction (Color) | 1265 | \$ 0.75 | \$ 948.75 |

| | | | | | |
|----------------------------|------|----|----------------------|----|----------------------------|
| 11X17 reproduction (Color) | 1250 | \$ | 1.50 | \$ | 1,875.00 |
| | | | Other Costs total | \$ | <u>11,412.25</u> |
| <u>Subcontractor Costs</u> | | | | | |
| Avila & Associates | 1 | \$ | 27,979.02 | \$ | 27,979.02 |
| Curalium Consulting | 1 | \$ | 21,694.23 | \$ | 21,694.23 |
| Sharrah Dunlap Sawyer | 1 | \$ | 11,840.52 | \$ | 11,840.52 |
| WRECO | 1 | \$ | 30,050.76 | \$ | 30,050.76 |
| | | | Total Subcontractors | \$ | <u>91,564.53</u> |
| TOTAL COST | | | | | <u>\$373,272.21</u> |

ATTCHMENT B - WORK SCHEDULE

Honeydew Bridge Replacement Project – Tentative Completion Schedule

North State Resources, Inc. (NS) presents the following proposed schedule for completing each task and deliverable, including key milestones, identified in Scope of Work. When practicable, tasks and subtasks will be conducted concurrently to maintain the overall project schedule. The schedule tiers from the project schedule provided in Table 1 of the request for qualifications (RFQ) circulated by Humboldt County Public Works Department (County) and incorporates additional information received during the August 10, 2016 scoping meeting with County and Caltrans District 1 staff. The schedule assumes the timely completion of all tasks that are the shared responsibility of the County, other consultants working directly with the County (i.e., JRP Historical Consulting and Morrison Structures) and Caltrans District 1/Headquarters (NEPA lead agency).

A detailed summary of our proposed schedule, with deliverables/milestones, target completion dates, and dependent items, is presented in Table 1. Our schedule begins with an assumed start date (notice to proceed) of September 12, 2016. We anticipate that the project initiation (“kickoff”) meeting between NSR and County, possibly also attended by representatives from Caltrans and other project team members, can be conducted within 2-3 weeks after the start date.

Table 1. Proposed Completion Schedule

| Task No. | Deliverable/Milestone | Duration¹ | Target Date | Notes |
|--|---|-----------------------------|----------------------------|---|
| n/a | Notice to proceed from County | 1 day | September 12, 2016 | Pending approval of contract by County Board of Supervisors |
| Task 1 – Project Management/Coordination | | | | |
| 1 | Project Management and Coordination | Duration of Project | May 2019 | Monthly project delivery team conference calls to discuss status |
| 1 | Project initiation meeting | 1 day | Week of September 24, 2016 | Dependent on availability of team |
| Task 2 – Prepare Project Description and Purpose and Need | | | | |
| 2 | Draft project description and purpose and need | 1 month | late October 2016 | County and Morrison Structures need to determine preferred bridge alternative, proposed detour, and construction access and staging. Need preliminary engineering plans, details on alternatives, and information to support purpose and need statement |
| 2 | Finalized project description and purpose and need | 2 weeks | Mid November 2016 | Timely review by County and Caltrans District 1 |
| Task 3 – Conduct Botanical Survey and Mapping of Vegetation and Jurisdictional Waters | | | | |
| 3 | Botanical survey; mapping of vegetation and jurisdictional waters | 2 days | May–June 2017 | Needs to occur during blooming periods for plants. County to secure right-of-entry for NSR staff to conduct field work |

Table 1. Proposed Completion Schedule

| Task No. | Deliverable/Milestone | Duration¹ | Target Date | Notes |
|--|---|-----------------------------|--------------------|--|
| Task 4 – Prepare Wetland Delineation Report | | | | |
| 4 | Prepare draft wetland delineation report | 4 weeks | Early July 2017 | Only needed if wetlands are observed as part of the field work conducted for Task 3 |
| 4 | Prepare revised wetland delineation report | 2 weeks | Late July 2017 | Assumes County will review and provide comments within one week |
| 4 | Caltrans reviews wetland delineation report | 1 month | Late August 2017 | Assumes Caltrans will review and provide comments within one month |
| 4 | Prepare final wetland delineation report | 2 weeks | September 2017 | Assumes minor comments from Caltrans |
| Tasks 5/6– Prepare BA/EFHA and Conduct Hydroacoustic Analysis | | | | |
| 5/6 | Prepare Draft BA/EFHA and complete hydroacoustic analysis | 8 weeks | December 2017 | Dependent upon final project description (approved by County/Caltrans) and receipt of construction data from County/Morrison Structures to complete the hydroacoustic analysis |
| 5 | Prepare Revised BA/EFHA | 1 month | January 2017 | Assume County will review and provide comments within two weeks |
| 5 | Caltrans reviews BA/EFHA | 1 month | February 2017 | Assumes timely review and comment by Caltrans |
| 5 | Prepare Final BA/EFHA | 2 weeks | Late February 2017 | Assumes no substantive comments from Caltrans |
| 5 | NMFS Review of BA/EFHA and Issuance of BO | 135 days (5 months) | August 2017 | Assumes formal consultation process that will be completed within 5 months; timely review and approval by NMFS |
| Task 7 – Prepare Revised NES Report | | | | |
| 7 | Prepare revised draft NES | 1 month | September 2017 | Wait to complete to incorporate results of the NMSF Section 7 ESA consultation |
| 7 | Prepare revised NES | 1 month | October 2017 | Assumes County will review revised Draft NES and provide comments within two weeks |
| 7 | Caltrans reviews NES | 1 month | November 2017 | Assumes Caltrans will review and provided comments within one month |
| 7 | Prepare final NES | 1 month | December 2017 | Assumes minor comments from Caltrans and timely review of final NES |

Table 1. Proposed Completion Schedule

| Task No. | Deliverable/Milestone | Duration¹ | Target Date | Notes |
|--|--|-----------------------------|--------------------|---|
| Task 8 – Prepare Visual Impact Assessment Report | | | | |
| 8 | Prepare draft VIA report | 1 month | January 2017 | Need input from County and Morrison Structures on preferred bridge alternative so visual simulations can be completed |
| 8 | Prepare revised VIA report | 1 month | February 2017 | Assumes County will review and provide comments within two weeks |
| 8 | Caltrans reviews VIA report | 1 month | March 2017 | Assumes Caltrans will review and provided comments within one month |
| 8 | Prepare final VIA report | 1 month | April 2017 | Assumes minor comments from Caltrans and timely review of final VIA report |
| Task 9 – Conduct Initial Site Assessment for Potential Hazardous Materials Contaminants | | | | |
| 9a | Conduct Phase I ISA | 2 months | November 2016 | Timely response by the County to WRECO's request for any pertinent hazardous waste data |
| 9a | Prepare revised Phase I ISA | 1 month | December 2016 | Assumes County will review revised Draft ISA and provide comments within two weeks |
| 9a | Caltrans reviews ISA | 1 month | January 2017 | Assumes Caltrans will review and provided comments within one month |
| 9a | Prepare final ISA | 1 month | February 2017 | Assumes minor comments from Caltrans and timely review of final NES |
| 9b | Conduct Phase II Investigation | TBD | TBD | TBD based on results of ISA |
| 9c | Conduct Limited Soils Screening | TBD | TBD | TBD based on results of ISA |
| Task 10 – Prepare Environmental Impact Report/Environmental Assessment | | | | |
| 10a | Prepare NOP | 1 month | December 2016 | After completion of Task 2 – Final Project Description and Purpose and Need |
| 10a | Finalize NOP and Circulate to Public | 1 month | January 2017 | Timely review and comment by County on Draft NOP – circulate NOP for 30-day comment period |
| 10a | Conduct Public Scoping | 1 day | Late January 2017 | Time to occur at mid-way point of 30-day NOP public comment period |
| 10b | Prepare Administrative draft EIR/EA (ADEIR/EA) | 4 months | March 2017 | Dependent on review of existing information and availability of results of technical studies (draft reports), may be some initial place-holders |
| 10b | County review of ADEIR/EA | 1 month | April 2017 | County responsibility |

Table 1. Proposed Completion Schedule

| Task No. | Deliverable/Milestone | Duration¹ | Target Date | Notes |
|-----------------|---|-----------------------------|--------------------|---|
| 10b | Revised ADEIR/EA TO Caltrans | 1 month | May 2017 | Assumes timely review by County |
| 10b | Caltrans QA/QC Process | 2 months | July 2017 | Assumes two months of initial review by Caltrans District 1 |
| 10b | Prepare revised ADEIR/EA | 1 month | August 2017 | Assumes timely review by Caltrans District 1 |
| 10b | Revised ADEIR/EA reviewed and Caltrans District 1 and sent to Caltrans HQ | 2 months | October 2017 | Timely submittal of ADEIR/EA by Caltrans District 1 to Caltrans HQ |
| 10c | Prepare screen-check Public Draft EIR/EA (DEIR/EA) | 1 month | November 2017 | Assumes timely review by Caltrans HQ and relatively minor comments |
| 10d | Prepare Public Notices and Circulate DEIR/EA | 1 month | December 2017 | Assumes screen-check will be reviewed and approved in a timely manner |
| 10d | Public comment period for DEIR/EA | 45 days | February 2018 | CEQA requires a 45-day public comment period for an EIR |
| 10e | Public Hearing | 1 day | January 2018 | Final date to be coordinated with County; typically have at the mid-way point of the 45-day public comment period |
| 10f | Prepare MMRP | -- | -- | Will be completed concurrently with the EIR/EA, starting with the screen-check draft EIR/EA |
| 10g | Compile public comments and prepare draft responses for review by County | 1 month | March 2018 | Assumes the level of public comments are typical |
| 10g | Prepare Administrative draft final EIR/EA (AD FEIR/EA) | 1 month | March 2018 | Concurrent with responses to comments |
| 10g | County review of AD FEIR/EA | 1 month | April 2018 | County responsibility |
| 10g | Revised AD FEIR/EA TO Caltrans | 1 month | May 2018 | Assumes timely review by County |
| 10g | Caltrans QA/QC Process | 1 month | June 2018 | Assumes one month of initial review by Caltrans District 1 |
| 10g | Prepare revised AD FEIR/EA | 1 month | July 2018 | Assumes timely review by Caltrans District 1 |
| 10g | Revised AD FEIR/EA reviewed and Caltrans District 1 and sent to Caltrans HQ | 2 months | September 2018 | Timely submittal of ADEIR/EA by Caltrans District 1 to Caltrans HQ |
| 10g | Prepare screen-check FEIR/EA | 1 month | October 2018 | Assumes timely review by Caltrans HQ and relatively minor comments |

Table 1. Proposed Completion Schedule



| Task No. | Deliverable/Milestone | Duration¹ | Target Date | Notes |
|--|--|-----------------------------|--------------------|---|
| 10g | County Adopts EIR and Caltrans Issues FONSI | 1 month | October 2018 | Section 106, Section (f) and Section 7 ESA must all be complete |
| 10h | Prepare Findings of Fact | 1 month | October 2018 | Concurrent with FEIR/EA process |
| Task 11 – Permitting (Optional) | | | | |
| 11 | Draft Permit Applications | 2 months | November 2018 | NSR will need final engineering plans and specifications; adoption of the CEQA document needed for State Agency permits; Completion of Section 7 and Section 106 consultations for Section 404 permit |
| 11 | County Signs and Submits Permit Applications | 2 weeks | November 2018 | County will attach checks for required application fees, sign applications, and submit to agencies within one week |
| 11 | Agencies Review and Approve Permits | 4-6 months | May 2019 | Timely review and approval by permitting agencies |

¹ Duration is timeframe from dependent task or milestone.

ATTACHMENT C
CONSULTANT PROPOSAL DBE COMMITMENT
(EXHIBIT 10-01)

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Humboldt County Public Works Department 2. Contract DBE Goal: 16%
 3. Project Description: Environmental Services for Honeydew Bridge Replacement Project
 4. Project Location: Honeydew, Humboldt County
 5. Consultant's Name: North State Resources, Inc. 6. Prime Certified DBE:

| 7. Description of Work, Service, or Materials Supplied | 8. DBE Certification Number | 9. DBE Contact Information | 10. DBE % |
|---|---|---|--|
| Technical editing | 37898 | Coral Cavanagh, Curalium Consulting P.O. Box 177, Fair Oaks, CA 95628 | 6 |
| Initial Site Assessment | 30066 | Han-Bin Liang, WRECO, 1243 Alpine Rd., Suite 108, Walnut Creek, CA 94596 | 6 |
| EIR/EA support | 032811 | Cathy Avila, Avila & Assoc., 712 Bancroft Rd., #333, Walnut Creek, CA 94598 | 4 |
| | | | |
| | | | |
| | | | |
| | | | |
| Local Agency to Complete this Section | | 11. TOTAL CLAIMED DBE PARTICIPATION | 16 % |
| 17. Local Agency Contract Number: <u>594055</u> | 18. Federal-Aid Project Number: <u>BRLS-5904(024)</u> | | |
| 19. Proposed Contract Execution Date: <u>August 8, 2016</u> | Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  Andrew Bundschuh Environmental Permitting and Compliance Manager | | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  Wirt H. Lanning Program Manager |
| 20. Local Agency Representative's Signature | 21. Date | 22. Local Agency Representative's Name | 23. Phone |
| 24. Local Agency Representative's Title | | 12. Preparer's Signature | 13. Date |
| | | 14. Preparer's Name | 15. Phone |
| | | 16. Preparer's Title | |

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ATTACHMENT D
CONSULTANT CONTRACT DBE COMMITMENT
(EXHIBIT 10-02)

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Humboldt County Public Works Department 2. Contract DBE Goal: 16%
 3. Project Description: Environmental Services for the Honeydew Bridge Replacement Project
 4. Project Location: Honeydew, Humboldt County, CA
 5. Consultant's Name: North State Resources, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$373,272.21
 8. Total Dollar Amount for ALL Subconsultants: \$91,565.00 9. Total Number of ALL Subconsultants: 4

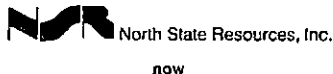
| 10. Description of Work, Service, or Materials Supplied | 11. DBE Certification Number | 12. DBE Contact Information | 13. DBE Dollar Amount |
|---|--|--|-----------------------|
| EIR/EA support (geology/soils and hydrology/water quality) | 032811 | Cathy Avila, Avila & Assoc., 712 Bancroft Rd., #333, Walnut Creek, CA 94598 (925) 673-0549 | \$27,979 |
| Editing for the EIR/EA and supporting technical reports | 37898 | Coral Cavanagh, Curialium Consulting, P.O Box 177, Fair Oaks, CA 94596 (916) 863-0822 | \$21,694 |
| Initial Site Assessment (hazardous materials studies) | 30066 | Han-Bin Liang, WRECO, 1243 Alpine Rd., #108, Walnut Creek, CA 94596 (925) 941-0017 | \$30,051 |
| | | | |
| | | | |
| | | | |
| | | | |
| Local Agency to Complete this Section | | | |
| 20. Local Agency Contract Number: <u>594055</u> | 14. TOTAL CLAIMED DBE PARTICIPATION | | \$79,724 |
| 21. Federal-Aid Project Number: <u>BRLS-5904(024)</u> | | | 21.4% |
| 22. Contract Execution Date: <u>September 21, 2016</u> | | | |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. | |
| <u>Andrew Bundschuh</u> | <u>August 30, 2016</u> | <u>Wirt H. Lanning</u> | <u>8/29/16</u> |
| 23. Local Agency Representative's Signature | 24. Date | 15. Preparer's Signature | 16. Date |
| <u>Andrew Bundschuh</u> | <u>707-445-7741</u> | <u>Wirt H. Lanning</u> | <u>530-222-5347</u> |
| 25. Local Agency Representative's Name | 26. Phone | 17. Preparer's Name | 18. Phone |
| <u>Environmental Permitting and Compliance Manager</u> | | <u>Program Manager</u> | |
| 27. Local Agency Representative's Title | | 19. Preparer's Title | |

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3680 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

ATTACHMENT NO. 2

Letter Regarding Approval of the Assignment of the Consultant Services Agreement with North State Resources, Inc. Dated November 20, 2017 to Stantec Consulting Services, Inc.



Stantec Consulting Services Inc.
5000 Bechelli Lane Suite 203, Redding CA 96002-3553

November 17, 2017
File: NSR Legacy #16.159.000

Attention: Andrew Bundschuh, Environmental Permitting and Compliance Manager
Humboldt County Department of Public Works
1106 Second Street
Eureka, CA 95501

Dear Mr. Bundschuh,

Reference: Contract for Honeydew Bridge Replacement Project [STPLZ 5904 (024)]

Please be informed that on October 27, 2017, Stantec Consulting Services Inc. ("Stantec") purchased certain assets of North State Resources, Inc., ("NSR") with the result that the ongoing business and affairs of NSR will be carried on through Stantec. Stantec will maintain NSR's present office locations with no interruption in operations or client services, and no changes to the currently assigned project manager or key staff without prior authorization by our clients. All future projects and operations will be transitioned to the Stantec name in the upcoming months.

We're active members of the communities we serve. That's why at Stantec, we always design with community in mind. The Stantec community unites approximately 22,000 employees working in over 400 locations across 6 continents. Our work—engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, construction services, project management, and project economics, from initial project concept and planning through to design, construction, commissioning, maintenance, decommissioning, and remediation—begins at the intersection of community, creativity, and client relationships. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe. Stantec trades on the TSX and the NYSE under the symbol STN. Visit us at stantec.com or find us on social media.

Stantec's vision includes working with the best clients on the best projects and providing the best services. Accordingly, please be assured that the continuity of your current project will be unaffected by this new arrangement. The caliber of the personnel currently working on your project will not change and, except for the assignment requested herein, no other aspect will be affected.

In this regard, we request your approval to assign all existing contracts in the name of NSR to Stantec. Because financial accounting for services performed by NSR is required to comply with cost principles established by federal and state funding agencies, please find attached for your convenient reference a letter, *Certification of Final Indirect Costs*, completed for Stantec confirming that all costs used by Stantec to establish indirect costs rates going forward are allowable in accordance with the applicable costs principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.

Design with community in mind



November 17, 2017

Andrew Bundschuh, Environmental Permitting and Compliance Manager

Page 2 of 2

Reference: Contract for Honeydew Bridge Replacement Project [STPLZ 5904 (024)]

Kindly indicate your consent to the request for assignment by returning a duplicate copy of this letter, executed on behalf of Humboldt County Department of Public Works, to me at tim.a.reilly@stantec.com.

Thank you for your consideration, and for the trust you placed in NSR over the years. We look forward to continuing to support you and your staff in the future as part of the Stantec family.

Regards,

NORTH STATE RESOURCES, INC., now STANTEC CONSULTING SERVICES, INC.

A handwritten signature in black ink, appearing to read 'Tim Reilly', written over a horizontal line.

Timothy A. Reilly
Principal

Phone: (530) 222-5347, ext.

Fax: (530) 222-4958

tim.a.reilly@stantec.com

Attachment: Certification of Final Indirect Costs

The undersigned hereby consents to the assignment of the Contract noted above to Stantec Consulting Services Inc. effective November 20th, 2017.

**Andrew Bundschuh, Environmental Permitting and Compliance Manager
Humboldt County Department of Public Works**

A handwritten signature in black ink, appearing to read 'Andrew Bundschuh', written over a horizontal line.

**Tom Mattson, Director
Humboldt County Department of Public Works**

A handwritten signature in black ink, appearing to read 'Tom Mattson', written over a horizontal line.

111717 ReassignmentTransportation.docx

ATTACHMENT NO. 3

First Amendment to Agreement for Consultant Services with Stantec Consulting Services, Inc. Regarding the Provision of Environmental Support Services for the Honeydew Bridge Replacement Project

**FIRST AMENDMENT
AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
STANTEC CONSULTING SERVICES, INC.
(FORMALLY NORTH STATE RESOURCES, INC.)
For the
Project Name: Honeydew Bridge Replacement Project
Project Number: 594055**

This First Amendment to the Agreement for Consultant Services dated September 20, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Stantec Consulting Services, Inc. (formerly North State Resources, Inc.), a New York corporation, hereinafter referred to as "CONSULTANT," is entered into this 13th day of February, 2018.

WHEREAS, on September 20, 2016, COUNTY and North State Resources, Inc. entered into an Agreement for Consultant Services regarding the provision of environmental support services for the Honeydew Bridge Replacement Project ("Consultant Services Agreement"); and

WHEREAS, on October 27, 2017, CONSULTANT purchased certain assets of North State Resources, Inc. which resulted in CONSULTANT's assumption of North State Resource, Inc's ongoing business and affairs; and

WHEREAS, on November 20, 2017, COUNTY approved the assignment of the Consultant Services Agreement to CONSULTANT; and

WHEREAS, the parties now desire to amend the Consultant Services Agreement in order to lower the CONSULTANT's fixed fee, modify the labor classifications and adjust the hourly rates set forth therein.

NOW, THEREFORE, the parties mutually agree as follows:


1. The Consultant Services Agreement is hereby amended to delete all references to "North State Resources, Inc." and replace them with "Stantec Consulting Services, Inc."
2. The Consultant Services Agreement is hereby amended to delete all references to "NSR" and replace them with "Stantec."
3. The Consultant Services Agreement is hereby amended to delete Attachment B – Cost Proposal and Work Schedule ("Attachment B"), and replace it in its entirety with the modified version of Attachment B that is attached hereto and incorporated herein by reference. The modified version of Attachment B attached hereto shall supersede any and all prior versions thereof, as of the effective date of this First Amendment.
4. Except as modified herein, the Consultant Services Agreement dated September 20, 2016 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Consultant Services Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the effective date indicated above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

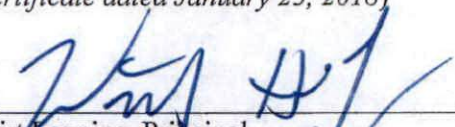
- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

STANTEC CONSULTING SERVICES, INC.:

By:  _____

Tim Reilly, Senior Principal
(Pursuant to the authority delegated by the Officer's
Certificate dated January 23, 2018)

Date: 01-24-18

By:  _____

Wirt Lanning, Principal
(Pursuant to the authority delegated by the Officer's
Certificate dated January 23, 2018)

Date: 01-24-18

COUNTY OF HUMBOLDT:

By:  _____

Ryan Sundberg
Chair, Humboldt County Board of Supervisors

Date: 2/13/18

INSURANCE CERTIFICATES REVIEWED AND APPROVED:

By: _____
Risk Management

Date: _____

LIST OF ATTACHMENTS:

Attachment B – Cost Proposal and Work Schedule

ATTACHMENT B - COST PROPOSAL

Exhibit 10-H Cost Proposal Humboldt County Public Works Department

Honeydew Bridge Replacement Project

Contract No 594055
Consultant Stantec (formerly NSR)/Prime

Date 1/4/2018

DIRECT LABOR

| Classification | Name | Hours | Rate | Total |
|------------------------------------|-------------------|-------|----------|-------------|
| Senior Principal | T. Reilly | 4 | \$ 79.33 | \$317.32 |
| Principal - Level 15 | W. Lanning | 309 | \$ 67.31 | \$20,798.79 |
| Principal - Level 15 (Fisheries) | K. Marine | 68 | \$ 69.74 | \$4,742.32 |
| Principal - Level 14 (Permitting) | M. Wuestehube | 20 | \$ 59.76 | \$1,195.20 |
| Senior Assoc. Level 13 (Biologist) | L. Lindstrand III | 34 | \$ 50.60 | \$1,720.40 |
| Level 10 (Biologist) | K. Bainbridge | 128 | \$ 33.16 | \$4,244.48 |
| Level 9 (Biologist) | S. Tona | 156 | \$ 30.16 | \$4,704.96 |
| Level 7 (Biologist) | G. Youngblood | 0 | \$ 25.06 | \$0.00 |
| Level 8 (Biologist) | D. Pluth | 118 | \$ 27.70 | \$3,268.60 |
| Level 7 (Biologist) | T. Hanson | 0 | \$ 25.43 | \$0.00 |
| Level 7 (Biologist) | M. Mercer | 0 | \$ 24.73 | \$0.00 |
| Level 9 (GIS) | T. Mooney | 130 | \$ 31.31 | \$4,070.30 |
| Level 10 (Env. Scientist) | C. Carpenter | 546 | \$ 36.37 | \$19,858.02 |
| Level 10 (Env. Analyst) | J. McLaughlin | 152 | \$ 34.90 | \$5,304.80 |
| Level 7 (Env. Scientist) | B. Cohen | 332 | \$ 25.52 | \$8,472.64 |
| Level 9 (Env. Scientist) | S. Holt Farrant | 200 | \$ 32.81 | \$6,562.00 |
| Level 11 (GIS) | C. Shoemaker | 0 | \$ 39.59 | \$0.00 |
| Level 11 Associate | B. Wiechman | 11 | \$ 37.79 | \$415.69 |
| Level 11 (Accounting) | G. Smith | 0 | \$ 39.07 | \$0.00 |
| Level 10 (Accounting) | C. Duncan | 0 | \$ 35.08 | \$0.00 |
| Level 9 (Admin) | S. Langford | 208 | \$ 31.50 | \$6,552.00 |
| Level 8 (Admin) | R. Barnard | 92 | \$ 26.93 | \$2,477.56 |
| Total Hours | | 2508 | | |
| Subtotal Direct Labor Costs | | | | \$94,705.08 |
| Salary Increases (3.02%) | | | | \$2,645.54 |
| Total - Direct Labor Costs | | | | \$97,350.62 |

INDIRECT COSTS

| | Rate | Total |
|----------------------------|-----------|--------------|
| Overhead | 28.95% | \$ 28,183.00 |
| Fringe Benefit | 55.09% | \$ 53,630.46 |
| General and Administrative | 76.36% | \$ 74,336.93 |
| | 160.40% | |
| Total Indirect Costs | | \$156,150.39 |
| FEE (6.6% Profit) | Total Fee | \$ 16,731.07 |

| OTHER COSTS | Unit | Cost | Total |
|-----------------------------------|-------|-----------|-------------|
| Travel | 3,480 | \$ 0.57 | \$ 1,966.20 |
| Pier Diem/Hotel | 6 | \$ 129.00 | \$ 774.00 |
| Graphics (Poster Boards) | 6 | \$ 45.00 | \$ 270.00 |
| Conference Call and Mailing Costs | 168 | \$ 10.00 | \$ 1,680.00 |
| GIS Work Station | 130 | \$ 12.85 | \$ 1,670.50 |
| Submeter GPS Usage (per day) | 3 | \$ 60.00 | \$ 180.00 |
| Other Direct Cost, Info Center | 0 | \$ 250.00 | \$ - |
| 81/2X11 reproduction (B&W) | 34250 | \$ 0.06 | \$ 2,055.00 |
| 11X17 reproduction (B&W) | 497 | \$ 0.11 | \$ 54.67 |

| | | | | | |
|------------------------------|------|----|----------------------|----|----------------------------|
| 81/2X11 reproduction (Color) | 1267 | \$ | 0.75 | \$ | 950.25 |
| 11X17 reproduction (Color) | 1250 | \$ | 1.50 | \$ | 1,875.00 |
| | | | Other Costs total | \$ | <u>11,475.62</u> |
| Subcontractor Costs | | | | | |
| Avila & Associates | 1 | \$ | 27,979.02 | \$ | 27,979.02 |
| Curalium Consulting | 1 | \$ | 21,694.23 | \$ | 21,694.23 |
| Sharrah Dunlap Sawyer | 1 | \$ | 11,840.52 | \$ | 11,840.52 |
| WRECO | 1 | \$ | 30,050.76 | \$ | 30,050.76 |
| | | | Total Subcontractors | \$ | <u>91,564.53</u> |
| TOTAL COST | | | | | <u>\$373,272.23</u> |

Honeydew Bridge Replacement Project – Revised Schedule (November 3, 2017)

Table 1. Proposed Completion Schedule

| Task No. | Deliverable/Milestone | Duration¹ | Target Date | Notes |
|--|---|-----------------------------|----------------------------|--|
| n/a | Notice to proceed from County | 1 day | September 12, 2016 | Completed |
| Task 1 – Project Management/Coordination | | | | |
| 1 | Project Management and Coordination | Duration of Project | May 2019 | On-going; Monthly project delivery team conference calls to discuss status |
| 1 | Project initiation meeting | 1 day | Week of September 24, 2016 | Completed |
| Task 2 – Prepare Project Description and Purpose and Need | | | | |
| 2 | Draft project description and purpose and need | 1 month | late October 2016 | Completed; December 2016 |
| 2 | Finalized project description and purpose and need | 2 weeks | Mid November 2016 | Completed; January 2017 |
| Task 3 – Conduct Botanical Survey and Mapping of Vegetation and Jurisdictional Waters | | | | |
| 3 | Botanical survey; mapping of vegetation and jurisdictional waters | 2 days | May-June 2017 | Completed, June 2017 |
| Task 4 – Prepare Wetland Delineation Report | | | | |
| 4 | Prepare draft wetland delineation report | 4 weeks | Early November 2017 | In progress; field work completed |
| 4 | Prepare revised wetland delineation report | 2 weeks | Late November 2017 | Assumes County will review and provide comments within one week |
| 4 | Caltrans reviews wetland delineation report | 1 month | Late December 2017 | Assumes Caltrans will review and provide comments within one month. |
| 4 | Prepare final wetland delineation report | 2 weeks | January 2018 | Assumes minor comments from Caltrans |
| Tasks 5/6– Prepare BA/EFHA and Conduct Hydroacoustic Analysis | | | | |
| 5/6 | Prepare Draft BA/EFHA and complete hydroacoustic analysis | 8 weeks | Late December 2017 | In progress |
| 5 | Prepare Revised BA/EFHA | 1 month | Late January 2018 | Assume County will review and provide comments within two weeks |
| 5 | Caltrans reviews BA/EFHA | 1 month | Late February 2018 | Assumes timely review and comment by Caltrans |

Table 1. Proposed Completion Schedule

| Task No. | Deliverable/Milestone | Duration¹ | Target Date | Notes |
|--|---|-----------------------------|--------------------|---|
| 5 | Prepare Final BA/EFHA | 2 weeks | March 2018 | Assumes no substantive comments from Caltrans |
| 5 | NMFS Review of BA/EFHA and Issuance of BO | 135 days (5 months) | August 2018 | Assumes formal consultation process that will be completed within 5 months; timely review and approval by NMFS |
| Task 7 – Prepare Revised NES Report | | | | |
| 7 | Prepare revised draft NES | 1 month | April 2018 | Wait to complete to incorporate results of the NMSF Section 7 ESA consultation |
| 7 | Prepare revised NES | 1 month | May 2018 | Assumes County will review revised Draft NES and provide comments within two weeks |
| 7 | Caltrans reviews NES | 1 month | June 2018 | Assumes Caltrans will review and provided comments within one month |
| 7 | Prepare final NES | 1 month | August 2018 | Assumes minor comments from Caltrans and timely review of final NES (will need to include NMFS BO) |
| Task 8 – Prepare Visual Impact Assessment Report | | | | |
| 8 | Prepare draft VIA report | 1 month | November 2017 | Need input from County and Morrison Structures on preferred bridge alternative so visual simulations can be completed |
| 8 | Prepare revised VIA report | 1 month | December 2017 | Assumes County will review and provide comments within two weeks |
| 8 | Caltrans reviews VIA report | 1 month | January 2018 | Assumes Caltrans will review and provided comments within one month |
| 8 | Prepare final VIA report | 1 month | February 2018 | Assumes minor comments from Caltrans and timely review of final VIA report |
| Task 9 – Conduct Initial Site Assessment for Potential Hazardous Materials Contaminants | | | | |
| 9a | Conduct Phase I ISA | 2 months | December 2016 | Complete |
| 9a | Prepare revised Phase I ISA/Phase II report | 1 month | September 2017 | Complete |
| 9a | Caltrans reviews ISA/Phase II report | 1 month | October 2017 | Complete |
| 9a | Prepare final ISA/Phase II report | 1 month | November 2017 | Complete |
| 9b | Conduct Phase II Investigation | 1 month | June 2017 | Complete |
| 9c | Conduct Limited Soils Screening | 1 month | June 2017 | Complete |

Table 1. Proposed Completion Schedule

| Task No. | Deliverable/Milestone | Duration ¹ | Target Date | Notes |
|---|---|-----------------------|------------------|---|
| Task 10 – Prepare Environmental Impact Report/Environmental Assessment | | | | |
| 10a | Prepare NOP | 1 month | January 2017 | Completed; February 2017 |
| 10a | Finalize NOP and Circulate to Public | 1 month | February 2017 | Completed; February 2017 |
| 10a | Conduct Public Scoping | 1 day | Early March 2017 | Completed; March 2017 |
| 10b | Prepare Administrative draft EIR/EA (ADEIR/EA) | 6 months | March 2018 | Dependent on review of existing information and availability of results of technical studies (draft reports), may be some initial place-holders |
| 10b | County review of ADEIR/EA | 1 month | April 2018 | County responsibility |
| 10b | Revised ADEIR/EA TO Caltrans | 1 month | May 2018 | Assumes timely review by County |
| 10b | Caltrans QA/QC Process | 2 months | June 2018 | Assumes two months of initial review by Caltrans District 1 |
| 10b | Prepare revised ADEIR/EA | 1 month | July 2018 | Assumes timely review by Caltrans District 1 |
| 10b | Revised ADEIR/EA reviewed and Caltrans District 1 and sent to Caltrans HQ | 2 months | August 2018 | Timely submittal of ADEIR/EA by Caltrans District 1 to Caltrans HQ |
| 10c | Prepare screen-check Public Draft EIR/EA (DEIR/EA) | 1 month | September 2018 | Assumes timely review by Caltrans HQ and relatively minor comments |
| 10d | Prepare Public Notices and Circulate DEIR/EA | 1 month | October 2018 | Assumes screen-check will be reviewed and approved in a timely manner |
| 10d | Public comment period for DEIR/EA | 45 days | November 2018 | CEQA requires a 45-day public comment period for an EIR |
| 10e | Public Hearing | 1 day | November 2018 | Final date to be coordinated with County; typically have at the mid-way point of the 45-day public comment period |
| 10f | Prepare MMRP | -- | -- | Will be completed concurrently with the EIR/EA, starting with the screen-check draft EIR/EA |
| 10g | Compile public comments and prepare draft responses for review by County | 1 month | December 2018 | Assumes the level of public comments are typical |
| 10g | Prepare Administrative draft final EIR/EA (AD FEIR/EA) | 1 month | January 2019 | Concurrent with responses to comments |

Table 1. Proposed Completion Schedule

| Task No. | Deliverable/Milestone | Duration¹ | Target Date | Notes |
|--|---|-----------------------------|--------------------|---|
| 10g | County review of AD FEIR/EA | 1 month | February 2019 | County responsibility |
| 10g | Revised AD FEIR/EA TO Caltrans | 1 month | March 2019 | Assumes timely review by County |
| 10g | Caltrans QA/QC Process | 1 month | April 2019 | Assumes one month of initial review by Caltrans District 1 |
| 10g | Prepare revised AD FEIR/EA | 1 month | May 2019 | Assumes timely review by Caltrans District 1 |
| 10g | Revised AD FEIR/EA reviewed and Caltrans District 1 and sent to Caltrans HQ | 2 months | July 2019 | Timely submittal of ADEIR/EA by Caltrans District 1 to Caltrans HQ |
| 10g | Prepare screen-check FEIR/EA | 1 month | August 2019 | Assumes timely review by Caltrans HQ and relatively minor comments |
| 10g | County Adopts EIR and Caltrans Issues FONSI | 1 month | September 2019 | Section 106, Section (f) and Section 7 ESA must all be complete |
| 10h | Prepare Findings of Fact | 1 month | October 2019 | Concurrent with FEIR/EA process |
| Task 11 – Permitting (Optional) | | | | |
| 11 | Draft Permit Applications | 2 months | June 2019 | NSR will need final engineering plans and specifications; adoption of the CEQA document needed for State Agency permits; Completion of Section 7 and Section 106 consultations for Section 404 permit |
| 11 | County Signs and Submits Permit Applications | 2 weeks | July 2019 | County will attach checks for required application fees, sign applications, and submit to agencies within one week |
| 11 | Agencies Review and Approve Permits | 4-6 months | January 2020 | Timely review and approval by permitting agencies |

¹ Duration is timeframe from dependent task or milestone.