

**CONSULTANT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
GHD, INC.
FOR FISCAL YEARS 2023-2024 THROUGH 2025-2026**

This Agreement, entered into this 4th day of June, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and GHD, Inc., a California corporation, hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Environmental Services Division, desires to retain a qualified professional to provide technical analyses, design, and permitting assistance for the Humboldt Bay Living Shoreline Planning Project as described in Request for Proposal RFP No. 2023-251011; and

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

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

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

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Professional Services. CONSULTANT hereby agrees to provide professional consulting services in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Services, Exhibit B – Project Schedule, Exhibit C – Project Budget and Exhibit D – Billing Rate Schedule, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director, or a designee thereof, hereinafter referred to as “Director.”
- B. Internal Controls. CONSULTANT shall maintain any and all appropriate internal financial controls over the funds received and disbursed pursuant to the terms and conditions of this Agreement, including, without limitation, procedures for tracking expenditures of such funds.
- C. Provision of Relevant Information. CONSULTANT shall cooperate with COUNTY in completing progress reports and other documents pertaining to the performance of CONSULTANT’s obligations hereunder, including, without limitation, providing, in a timely manner, any and all requested information regarding the services provided pursuant to the terms and conditions of this Agreement.
- D. Project Access. In order to enable COUNTY to confirm CONSULTANT’s compliance with the terms and conditions of this Agreement, CONSULTANT shall provide COUNTY, and any and all duly authorized representatives thereof, access to all work sites and any other areas associated

with the services provided hereunder.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with any and all background data necessary for CONSULTANT to complete the services required pursuant to the terms and conditions of this Agreement.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions related to the services provided pursuant to the terms and conditions of this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's duties and obligations required hereunder. Any and all correspondence pertaining to the performance of CONSULTANT's duties and obligations required hereunder shall be submitted to COUNTY's representative in accordance with the notice requirements set forth herein.
- C. Review of Submitted Materials. COUNTY shall thoroughly review any and all reports, proposals and other documents prepared and submitted pursuant to the terms and conditions of this Agreement. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within fourteen (14) calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin on June 4, 2024, and shall remain in full force and effect until June 30, 2026, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONSULTANT fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services satisfactorily provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONSULTANT.

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5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Six Hundred and Sixty Thousand Dollars (\$660,000.00). CONSULTANT hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Project Budget.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONSULTANT, or compensated by COUNTY, without COUNTY’s prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

6. PAYMENT:

CONSULTANT shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month. CONSULTANT shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit E – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works – Environmental Services Division
Attention: Hank Seemann, Public Works Deputy-Director (Environmental Services)
1106 Second Street
Eureka, California 95501

7. NOTICES:

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

COUNTY: Humboldt County Department of Public Works – Environmental Services Division
Attention: Hank Seemann, Public Works Deputy-Director (Environmental Services)
1106 Second Street
Eureka, California 95501

CONSULTANT: GHD, Inc.
Attention: Jeremy Svehla, Project Manager
718 Third Street
Eureka, CA 95501

8. REPORTS:

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

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONSULTANT hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards. CONSULTANT hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

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10. MONITORING:

CONSULTANT hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONSULTANT's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT shall cooperate with a corrective action plan, if deficiencies in CONSULTANT's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONSULTANT hereby agrees to protect all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations and standards.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance therewith. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations ("C.F.R."); and any other applicable local, state or federal laws, regulations and standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are

incorporated herein by reference as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

14. DRUG-FREE WORKPLACE CERTIFICATION:

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

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONSULTANT's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation,

arising out of, or in connection with, CONSULTANT's negligence, recklessness or willful misconduct in the performance of the services required pursuant to the terms and conditions of this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY or its agents, officers, officials, employees and volunteers.

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

16. INSURANCE REQUIREMENTS:

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

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

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONSULTANT shall require that such coverage be incorporated into its professional

services agreements with any other entities.

- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONSULTANT. Such coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as “XCU Hazards.”
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer’s liability.
 4. For claims related to this Agreement, CONSULTANT’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT’s insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any

required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

CONSULTANT: GHD, Inc.
Attention: Jeremy Svehla, Project Manager
718 Third Street
Eureka, CA 95501

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONSULTANT shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONSULTANT hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONSULTANT hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. Prevailing Wage Requirements. CONSULTANT hereby agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.* and any current and future implementing regulations, policies, procedures and standards

promulgated thereunder, all as may be amended from time to time.

19. PROVISIONS REQUIRED BY LAW:

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

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

21. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

22. SEVERABILITY:

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

23. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

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

25. WAIVER OF DEFAULT:

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

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26. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

28. STANDARD OF PRACTICE:

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

29. TITLE TO INFORMATION AND DOCUMENTS:

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

30. JURISDICTION AND VENUE:

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

31. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

32. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement; however, nothing set forth herein shall operate to confer any rights, remedies, obligations or liabilities upon any third parties. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

33. ATTORNEYS' FEES:

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

34. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(D) – Compensation upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

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

36. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

37. INDEPENDENT CONSTRUCTION:

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

38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

39. ENTIRE AGREEMENT:

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

40. COUNTERPART EXECUTION:

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

41. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

GHD, Inc.:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Thomas K. Mattson, Director
Department of Public Works

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Project Schedule
- Exhibit C – Project Budget
- Exhibit D – Billing Rate Schedule
- Exhibit E – Sample Invoice

EXHIBIT A
SCOPE OF SERVICES

GHD, Inc.

For Fiscal Years 2023-2024 through 2025-2026



ATTACHMENT A
Scope of Work
for
Humboldt Bay Living Shoreline Planning Project
County of Humboldt

April 9, 2024

PROJECT UNDERSTANDING

The County of Humboldt (County) was awarded a State Coastal Conservancy (SCC) Grant (SCC Grant Agreement #23-069) to undertake technical analyses, design, CEQA and permit applications for the Humboldt Bay Living Shoreline Project (Project). The Project includes an innovative, multi-benefit approach of using natural landforms and physical processes to reduce flood risks and enhance a scarce habitat type by creating up to approximately 17 acres of salt marsh as a sea level rise adaptation measure along the Eureka-Arcata Highway 101 and Humboldt Bay Trail Corridor.

The tasks outlined in the RFP are intended to build off the concept developed in the Natural Shoreline Infrastructure (NSI) Design Report (GHD 2022) to restore the salt marsh along the Project shoreline. To support creation of a salt marsh, the NSI report proposed construction of barrier berms that would create a series of cells along the shoreline. Recognizing the source of sediment and/or funding needed to construct the salt marsh in a single construction period may not be available, the cells would allow for a phased implementation approach. The cells would also accommodate passively and/or actively placed sediment. Passively placed sediment would be sediment that deposits overtime through wind- and tidal-driven currents. Actively placed sediment could be sourced from dredge spoils and/or terrestrial sources and would be placed via dredging methods and/ or conventional heavy equipment to expedite the salt marsh establishment. Below we describe our approach to complete the tasks in the RFP and to further support the advancement of the design and conduct CEQA for the full Project and regulatory permitting for Phase I.

Project Team

The following scope of services will be completed by the project team referred hereinafter as the Team. The Team will be led by GHD and supported by the following subconsultants: Northern Hydrology & Engineering (NHE), SHN Consulting Engineers (SHN), Native Ecosystems (NE), and Roscoe & Associates (RA).

SCOPE OF SERVICES

Based on our understanding of the project and as described in the Grant, GHD has developed the following scope of services for the project, which will include:

- Task 1 – Project Management (County-only task)
- Task 2 – Stakeholder Engagement
- Task 3 – Technical Analyses
- Task 4 – Preliminary Design
- Task 5 – Interim Report
- Task 6 – CEQA and Supporting Studies for Full Project
- Task 7 – Intermediate Design and Permit Applications for Phase I Implementation

Task 1 Project Management (County-only task)

The County will coordinate with the SCC Project Manager to keep them informed about the status of the project. The County will be responsible for managing the budget and schedule, submitting requests for disbursement, and other project management activities.

GHD's project management activities are included in Tasks 2-7.

GHD Task 1 Deliverables:

- *none*

Task 1 Assumptions/Exclusions:

- *The County will develop progress reports, invoices, and subcontract documentation (SCC Task 1 deliverables)*

Task 2 Stakeholder Engagement

GHD will support the County in furthering stakeholder dialogue during this Project by scheduling, organizing, and implementing up to three virtual and one field-based meeting. Stakeholder meetings may include agencies, tribes, non-governmental organizations, and other parties. Agency meetings will focus on design approach, environmental compliance, regulatory permitting protocols, site monitoring and maintenance, and other legal or regulatory requirements. Required mitigation ratios and approaches will also be discussed during permitting coordination meetings (Task 7).

Task 2 Deliverables:

- *Up to three (3) virtual or in-person meetings and meeting presentation material*
- *One field meeting*

Task 2 Assumptions/Exclusions:

- *The County will develop stakeholder engagement summary memo (SCC Task 2 deliverables)*
- *Virtual or in-person meetings are estimated to be under two hours long*
- *One field meeting is estimated to be three hours long*

Task 3 Technical Analysis

Subtask 3.1 Sea level rise projections

In this task, NHE will update the sea level rise projections for the Project site using the Ocean Protection Council (OPC) recently released draft version of the State of California Sea Level Rise Guidance: 2024 Science and Policy Update. The new OPC guidelines recommend five sea level scenarios that differ from the previous OPC 2018 SLR guidelines that were based on the Rising Seas in California 2017 (Rising Seas 2017) SLR projections. The draft OPC scenarios align with the NOAA 2022 sea level scenarios for the United States that are based on the most recent IPCC AR6 global sea level projections. These five scenarios provide a plausible range of SLR from now to 2150 and are considered the best available science for planning and design.

NHE (2018) provided updated relative sea level (RSL) projections for the Humboldt Bay Region that incorporated the base Kopp (2014) projections used in Rising Seas (2017) and local vertical land motion (VLM) estimates in a probabilistic framework. This provided RSL rate projections for different locations in Humboldt

Bay. However, the shift from SLR projections to scenarios in the draft OPC guidelines does not allow a straightforward methodology for updating the NHE (2018) projections for Humboldt Bay. Instead, we propose a more refined approach for updating the Humboldt Bay SLR information to be more consistent with the draft OPC SLR scenarios. This approach will focus on better constraining the Humboldt Bay VLM estimates provided in Patton et al. (2023) to develop a plausible range of VLM for the Project site.

The proposed approach includes:

- Determine RSL rates and uncertainties that better account for time-correlated noise in the individual tide gauge sea level time series and the intersite differences between tide gauges (e.g. using the Hector software). The Patton et al. (2023) estimated rates and uncertainties assumed AR1 correlation in the time series.
- Determine more precise and accurate RSL rates and uncertainties at each tide gauge site using a generalized least-squares adjustment that accounts for the correlation between sites. The Patton et al. (2023) work used a weighted least-squares adjustment that did not account for between site correlation.
- The updated RSL rates and uncertainties will then be used to provide updated estimates of VLM and uncertainty at each site using literature estimates of regional sea level rates and uncertainties. The Patton et al. (2023) work used a regional sea-level rate of 1.99 ± 0.16 mm/yr.
- The updated VLM rates and uncertainties at each tide gauge site will be used, in conjunction with other estimates of VLM such as benchmark level and GPS analysis and recent InSAR data, to provide a range of potential or plausible VLM rates at the Project site.
- The range of plausible VLM rates at the Project site will be used to refine or constrain the timeframes associated with each SLR scenario. For example, a 3 mm/yr. VLM rate will mean that the Intermediate SLR scenario will occur sooner in time than a 1 mm/yr. VLM rate.

Although this approach will be determined for the Project site, it is envisioned that it can be used for any location in Humboldt Bay. This approach will likely be refined as the work progresses.

Task 3.1 Deliverables:

- *Draft and Final Technical Memorandum (TM) included as an appendix to the Interim Report (Task 5).*

Task 3.1 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 3.2 Land ownership evaluation

The Project site bisects multiple private and public parcels which are predominantly tidelands. In this task, the GHD Team will prepare a preliminary right-of-way (ROW) exhibit with available parcel information and supplemented with County- provided ROW information from the Bay Trail South Project to determine ownership within the Project site. The exhibit can then be used by County to assess entitlement requirements for future project implementation.

Task 3.2 Deliverables:

- *Draft and Final ROW Exhibit included in the appendix of the Interim Report (Task 5).*

Task 3.2 Assumptions/Exclusions:

- *County to provide available ROW information from title report / record search.*
- *County to prepare land ownership technical memo.*

Subtask 3.3 Dredged sediment source evaluation

The GHD Team will evaluate the feasibility of using dredged sediment for active salt marsh creation and will develop a Project description for this option. Large volumes of dredged sediments associated with the Humboldt Bay Harbor District's Offshore Wind Terminal Improvement Project may become available in the near

future, as well as other sources from ongoing maintenance dredging. Therefore, the Project could serve as a regional beneficial reuse site. The Team will analyze the technical, financial, environmental, and regulatory constraints on the feasibility of this option with the goal of identifying an optimal approach. The Team will develop a Project description that will identify potential sources, timing, suitability, and likely methods for delivery of the dredged sediments to the Project site and anticipated best management practices necessary for regulatory compliance. This evaluation will also reference pertinent sections of the Humboldt Bay Sediment Management EIR (SCH#2018012052).

Task 3.3 Deliverables:

- *Draft and final dredged sediment technical memo.*
- *Description of dredged sediment source evaluation section of Interim Report (Task 5).*

Task 3.3 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 3.4 Upland fill material source evaluation

Similar to the dredged sediment source evaluation, the GHD Team will develop a Project description for the option of using upland fill material for active salt marsh creation. The Project description will describe the anticipated methods for actively placing imported soil on the mud flat using conventional equipment (i.e., low ground pressure tracked equipment) and anticipated best management practices necessary for regulatory compliance. The Project description will also describe phasing scenarios ranging from placement in a single season versus multiple. Suitability criteria for imported soil will be defined as part of the Geotechnical and Sediment Quality Evaluations (tasks below) and summarized in this evaluation.

Task 3.4 Deliverables:

- *Draft and final upland fill technical memo.*
- *Description of upland fill material source evaluation section of Interim Report (Task 5).*

Task 3.4 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 3.5 Passive salt marsh creation evaluation

GHD Team will develop a Project description for the option of passive salt marsh creation. The Project description will reference the findings from the Hydrodynamic and Sediment Transport Modeling (task below) lead by NHE and will include a range of anticipated accretion rates along the shoreline to naturally elevate the mud flat to salt marsh elevation. This evaluation will be important for consideration of a phased implementation approach. The evaluation will consider the potential timelines for salt marsh establishment using the passive approach and account for risk and uncertainty.

Task 3.5 Deliverables:

- *Description of passive salt marsh creation evaluation section of Interim Report (Task 5).*

Task 3.5 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 3.6 Geotechnical evaluation

In this task, SHN will complete a geotechnical evaluation and provide design parameters for the proposed Project concept. This will include an estimation of the amount of settlement caused by placing several feet of fill over soft bay muds, what criteria for fill materials are appropriate, and how the material will be placed. The information provided will be based on available geotechnical data, and an understanding of previous salt marsh restoration projects. SHN knows the site to be underlain by several 10's of feet of soft bay mud and the

placement of several feet of fill across the Project site will result in varying amounts of settlement, depending on the material used and its relative thickness. Estimation of the rates, amounts, and/ or duration of settlement typically requires collection and laboratory analysis of relatively deep geotechnical samples (10 or more feet deep at a minimum) across a reasonable cross section of the Project site. Based on anticipated challenges experienced collecting <6-foot- deep samples at just three (3) sites, on the mudflat during the preliminary project phase, it is apparent that specialized equipment would be required (vibracore sampling) and a tremendous amount of effort would be expended collecting an appropriate number of samples to a suitable depth. This level of effort would be prohibitively expensive relative to the scope of this Project.

To the significant benefit of this Project, abundant publicly available geotechnical data is available for the adjacent Humboldt Bay Trail South Project and Indianola Undercrossing Project, along Highway 101 in the same bay margin sediments. The Caltrans data appears to span over 4,000 feet of the bay front along the Project site (the Project site spans about 6,600 feet of the bay front), includes exploration (borings and CPTs) to 150 feet below grade, and includes a comprehensive lab testing program with a specific emphasis on consolidation potential. This information is directly relevant to the Living Shoreline Project; therefore, we propose to compile and interpret the existing, extensive geotechnical data in order to evaluate the settlement-related impacts of the proposed Project.

SHN understands the source of the fill materials for the Project is not known at present. It may include upland soils and/or dredge spoils and the type of the material may evolve through the life of the phased Project. The type of fill material will determine construction means and methods, as placement of upland soils and dredge spoils would be markedly different relative to the required equipment, placement methods, compaction effort (if any), verification testing, and so on. Preliminary plans show estuary channels and a contoured marsh surface that may be difficult to achieve and maintain with some potential (unstable) fill materials. Based on SHN's experience with upland soils from around the region, as well as dredge spoils from the bay, impacts, limitations, and opportunities associated with the beneficial reuse of a variety of potential fill materials will be evaluated and will inform tasks 3.3 and 3.4.

Task 3.6 Deliverables:

- *Draft and Final Technical Memorandum (TM) included as an appendix to the Interim Report (Task 5).*

Task 3.6 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 3.7 Sediment quality evaluation

This task includes the characterization of the physical and chemical conditions of the onsite sediments. The results of this evaluation will be used for a comparative analysis of regulatory screening thresholds and to assess suitability of imported material. SHN will develop the sampling and analysis plan (SAP), field program, laboratory testing, and summary of results.

Incremental sampling methodology (ISM) will be used to evaluate the physical and chemical quality of the background sediments at the Project site. ISM is a structured composite sampling and processing protocol designed to reduce data variability for representative soil samples from a large area. SHN proposes to prepare a single ISM SAP for the entire Project site (approx. 17 acres) due to the likelihood that there will be minimal variation throughout. The SAP will be prepared in accordance with ISM procedures (ITRC, 2012) for County and oversight agency review and approval prior to implementation.

The field program for ISM implementation is labor intensive; however, the total number of samples analyzed in the laboratory is reduced by compositing. A total of 90 sample stations will be identified in the SAP for sediment collection. Use of a gouge auger sampler that is small in diameter (1-inch) and open on one side allows for collected sediment to be visually inspected and partitions to be removed for compositing. The gauge auger sampler is the ideal hand tool for collecting shallow sediment (< 3 feet) in soft soils by field staff.

Laboratory testing for collected sediment samples will be based on the July 2015 Feasibility Study for Beneficial Reuse of Dredged Materials prepared for the Humboldt Bay Harbor, Recreation and Conservation

District (SHN, 2015). Physical testing will include texture analysis and plasticity index. The chemical testing program will consist of total organic carbon, total Kjeldahl Nitrogen, petroleum hydrocarbons as diesel and motor oil, metals (total and soluble), polychlorinated biphenyls, pesticides, herbicides, semi volatile organic compounds, and dioxin/ furans. Laboratory reporting limits for sample analysis will be sufficient to meet current applicable environmental screening levels.

Results of the sediment evaluation will be summarized in a report that will include a statistical evaluation between the Project site samples and applicable sediment screening values. SHN understands the source of potential fill materials for the Project is not known at present. However, the completed report will act as a guide to ensure material considered for future project use will have consistency in data collection to allow for a comparative analysis to occur.

Task 3.7 Deliverables:

- *Draft and Final Technical Memorandum (TM) included as an appendix to the Interim Report (Task 5).*

Task 3.7 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 3.8 Hydrodynamic and sediment transport modeling

As part of the NSI project, NHE refined an existing Environmental Fluids Dynamic Code (EFDC) three-dimensional hydrodynamic model (3D model) of Humboldt Bay to determine general circulation patterns and bed mobility estimates for the Project site. Since the NSI project, NHE has further refined the 3D model to provide better grid resolution in Humboldt Bay and mapped new bed elevations using more recent bay bathymetry and topography (USGS CoNED Topobathy DEM, 2020).

The current grid resolution has approximately 40,000 grid cells and four vertical layers. Figure 6A shows the entire model grid domain and grid elevations, and Figure 6B shows North Bay grid resolution and bed topography. The current version of the model is calibrated and validated for depth, salinity, and temperature predictions in Humboldt Bay.

This model will be used as the foundation for the hydrodynamic and sediment transport (HST) modeling proposed for this work. Since the hydrodynamic version of the proposed HST model is already developed and calibrated/validated, the proposed work can solely focus on developing the sediment transport module, resulting in significant cost savings for the overall Project.

NHE will complete the following to develop the sediment transport module:

- Two sediment modules exist within the EFDC+ Explorer Modeling System (EEMS); the original EFDC sediment transport module and the SEDZLJ sediment module. For this work the SEDZLJ sediment module will be used.
- An advantage of the SEDZLJ module is that the cohesive sediment bed parameters, erosion properties and rates can be directly acquired from the three SEDFlume sediment core tests that were collected and analyzed as part of the NSI (2022) project near the Project site. Given the consistency of these SEDFlume results, it is likely that these three samples are representative of North Bay.
- Another advantage of the SEDZLJ module is that windwave shear stress effects on sediment resuspension can be internally generated within the module, without the need to run a separate wind-wave module or simulation as with the EFDC sediment module. This results in reduced simulation times.
- Limited suspended sediment concentration (SSC) data exists for Humboldt Bay, specifically near the Project site. We are aware of SSC data in Mad River Slough, near Dock B in Eureka, and Chevron Dock near Elk River.
- Direct calibration of the sediment transport model will not be possible given the lack of SSC data. However, as a proxy to calibration we can conduct short period simulations with similar wind and tide conditions during the periods that the SSC data was collected. We can then assess how well the model generally reproduces the observed SSC data during these different wind and tide conditions.

We anticipate that higher SSC concentrations exist during periods of higher winds and wind-wave generation, and that the model should be able to reproduce these conditions.

NHE will conduct the following HST simulations for the Project site to understand the potential for active and passive marsh creation:

- Long-term multi-year HST simulations will likely not be feasible due to budget and time constraints. Given the current model configuration it will likely take approximately 10-12 days to simulate 1-year of hydrodynamics and sediment transport. Furthermore, given the lack of SSC data for calibration/validation of the HST model, long-term simulations may not be warranted.
- Instead, we currently propose an approach consistent with the conceptual model developed for the Project site as part of the NSI (2022) project. That is the dominant source of sediment to Humboldt Bay tidal marshes (or the Project site) are suspended sediment from the mudflats during high-wind periods and higher tides. Given the Project site location, the dominant wind direction will be north to north-west during the spring and summer periods. It will be conservatively assumed that sediment delivered from the tributaries will resupply the mudflats and not directly contribute to marsh or Project site accretion.
- Based on the concept model outlined above, the proposed sediment modeling approach will be to simulate a typical spring/summer period (approximately three to six months) with a mean (or normal) wind regime, a lower-than-normal wind regime, and a higher-than-normal regime, under a range of typical tidal conditions for this period. These simulations will provide predictions of the deposition and scour patterns at the Project site for each wind regime and provide an understanding of the potential for passive marsh creation, and/or to accrete a constructed marsh. Long-term marsh accretion rates can be extrapolated from the rates associated with each wind condition, in conjunction with the long-term wind conditions developed for the Eureka/Arcata Airport in the NSI (2022) study.
- To understand the potential for scour at the Project site, a mean winter wind condition will be simulated to understand how southerly winds could affect the Project site.
- We anticipate that results from the HST model will inform the feasibility of passive salt marsh creation versus active salt marsh creation, or a combination of the two.

The above HST modeling approach will likely be refined as the work progresses and will inform the preliminary design.

Task 3.8 Deliverables:

- *Draft and Final Technical Memorandum (TM) included as an appendix to the Interim Report (Task 5).*

Task 3.8 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Task 4 Preliminary Design

As previously described, the NSI project identified two basic options for salt marsh creation (active and passive). The technical analysis described above will inform the feasibility and design of both.

Subtask 4.1 Passive salt marsh creation – 15% engineering design plans

The GHD Team will develop 15% design plans for passive salt marsh creation based on the results from the Technical Analyses (Task 3). The 15% design plans for the passively placed sediment option are envisioned to include the barrier berm cells, shingle beach and interpretative elements. This option assumes funding and/or sources of actively placed sediment are not readily available in the future and will rely on passive sediment accretion for salt marsh formation. The drawings will show plan view and typical sections with sufficient detail to convey the design intent. The plans will include estimated quantities of rock and fill material.

Task 4.1 Deliverables:

- 15% Design Plans for Passive and Active Salt Marsh Creation will be combined into a single plan set.

Task 4.1 Assumptions/Exclusions:

- The Team will address a single round of County comments.

Subtask 4.2 Active salt marsh creation – 15% engineering design plans

The GHD Team will develop 15% design plans for active salt marsh creation. The 15% design plans for the actively placed sediment option are envisioned to include the barrier berm cells, and will show the placed salt marsh fill, shingle beach, dendritic tidal channels, high marsh ecotone, re-vegetation, and interpretative elements. This option will accommodate placement of the salt marsh fill in a single construction period or overtime as funding and/or fill sources become available. The drawings will show plan view and typical sections with sufficient detail to convey the design intent. The plans will include estimated quantities of rock and fill material.

Task 4.2 Deliverables:

- 15% Design Plans for Passive and Active Salt Marsh Creation will be combined into a single plan set.

Task 4.2 Assumptions/Exclusions:

- The Team will address a single round of County comments.

Subtask 4.3 Vegetation management

The GHD Team will develop a complementary vegetation management approach to accommodate both passive and active salt marsh creation. The vegetation management will include approaches to invasive species control and re-vegetation. The re-vegetation approach will be depicted on the 15% design plans and described in the vegetation management section of the Interim Report (Task 5).

Task 4.3 Deliverables:

- Draft and final vegetation management technical memo.
- Description of the vegetation management will be included in the Interim Report (Task 5).

Task 4.3 Assumptions/Exclusions:

- The Team will address a single round of County comments.

Subtask 4.4 Phased construction strategy

The GHD Team will describe various phased construction strategies to accommodate both passive and active salt marsh creation. The construction strategies will include potential sequencing scenarios and anticipated construction means/methods and will be summarized in the construction strategy section of the Interim Report (Task 5).

Task 4.4 Deliverables:

- Draft and final phased construction strategy technical memo.
- Description of phased construction strategy included in the Interim Report (Task 5).

Task 4.4 Assumptions/Exclusions:

- The Team will address a single round of County comments.

Subtask 4.5 Preferred project – 30% engineering design plans

The GHD Team will advance the design and develop 30% design plans. The plans are envisioned to show the salt marsh as defined by active sediment placement but will also depict initial construction of the barrier berm cells, or other techniques that could accommodate receiving sediment passively and/or actively overtime. This will be assessed in the CEQA document and provides the greatest flexibility given unknown timing of available funding and sediment. The design plans will cover the entire 1.25-mile shoreline inclusive of Phase I as a stand-alone project to provide flexibility in using that area as a demonstration site/pilot project.

The plans will include a plan view, cross-section, typical details, revegetation, ingress/egress, and staging areas with sufficient details to assess construction related impacts for CEQA and determine appropriate best management practices. An Opinion of Probable Construction Cost will be developed based on the 30% design quantities.

Task 4.5 Deliverables:

- *30% Design Plans for Entire Project Shoreline.*
- *Opinion of Probable Construction Cost.*
- *Description of the design will be included in the Interim Report (Task 5).*

Task 4.5 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 4.6 Protection and mitigation measures

Based on the 30% design, the GHD Team will determine the anticipated range of avoidance and minimization measures to reduce impacts associated with sediment placement. The measures will include standard Best Management Practices (BMPs) and other measures to protect existing adjacent sensitive habitat areas and will be summarized within the Interim Report (Task 5) and depicted on the 30% design plans. Mitigation measures for compliance with CEQA will be incorporated into Subtask 6.4.

Task 4.6 Deliverables:

- *Description of best management practices included in the Interim Report (Task 5) and shown on the 30% design plans.*

Task 4.6 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Task 5 Interim Report

Prior to beginning CEQA and permitting, the GHD Team will prepare a short Interim basis of design report summarizing the key findings from the technical analyses above and how they informed the basis for the 30% design. Technical memos will be included as appendices.

Task 5 Deliverables:

- *Draft and final Interim Report.*

Task 5 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Task 6 CEQA and Supporting Studies for Full Project

Subtask 6.1 Cultural resources

Roscoe & Associates will conduct a cultural resources survey, develop a survey report, and assist with consultation with tribes in accordance with AB-52. This work will build on multiple cultural resource studies conducted within and adjacent to the study area, including the Historical Resources Evaluation (Caltrans and JRP Historical Consulting 2018) and CEQA Memo (JRP Historical Consulting and Roscoe & Associates 2018) for Humboldt Bay Trail South and the cultural landscape investigation covering north Eureka to south Arcata (Jerry Rohde 2020).

Task 6.1 Deliverables:

- *Draft and Final Cultural Resources Report.*

Task 6.1 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 6.2 Wetland and habitat mapping and conversion analysis

GHD will expand the wetland mapping completed in the area to date for related projects (e.g., Humboldt Bay Trail South) to include the balance of the Project site. The wetland mapping will include both one- and three-parameter wetlands. Aquatic features beyond the shoreline will be mapped based on current aerial imagery as open water or tidal features. Existing habitat within the Project site will also be mapped using field data and aerial imagery and classified into major habitat types. GHD will overlay the 30% Project design with mapping of existing wetlands and habitats to quantify anticipated conversion of habitat types. Results will be summarized in a brief technical memorandum with figures depicting the areas and types of anticipated changes.

Task 6.2 Deliverables:

- *Draft and Final Wetland and Habitat Conversion Technical Memorandum.*

Task 6.2 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*
- *Development of offsite mitigation plans is excluded.*

Subtask 6.3 Monitoring and management plan

The GHD Team will develop a monitoring and management plan for the Project. Efficacy monitoring will evaluate success toward objectives of promoting habitat restoration and reducing coastal flood risk for the transportation corridor. The plan will include monitoring and maintenance goals, roles and responsibilities, monitoring methods, maps, success criteria, triggers for adaptive management, and other components required to meet mitigation and monitoring requirements of permitting agencies including Coastal Commission, the Regional Board, U.S. Army Corps of Engineers, and California Department of Fish and Wildlife. The plan will include monitoring and management protocol for both physical and ecological project attributes. Physical attributes may include shoreline condition, sediment movement, and storm events. Ecological attributes may include vegetation and avian species. The plan will be developed in coordination with the County and will be informed by the stakeholder and permitting agency input.

Task 6.3 Deliverables:

- *Draft and Final Monitoring & Management Plan.*

Task 6.3 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 6.4 Initial Study/Mitigated Negative Declaration

GHD will assist the County in preparing and circulating a project Initial Study and Mitigated Negative Declaration (IS/MND). GHD will prepare a project description per CEQA Guidelines Section 15124 to describe all project elements and activities. GHD will prepare an Administrative Draft IS/MND for the project to be reviewed by the County. The most current version of the Initial Study Checklist (Appendix G of the CEQA Guidelines) will be used. GHD will rely primarily on existing studies, data, and technical reports to the extent feasible. GHD's approach for the CEQA checklist resource categories to be included in the Administrative Draft IS/MND will rely on the new cultural resource investigation, updated wetland and habitat mapping, and biological resource databases searches. The CEQA document will analyze the changes in ecological function that would result from the project. The CEQA document will consider potential scenarios for evolution of the created landforms and habitat features following construction and analyze the associated risk and uncertainty. Technical studies and database searches will be referenced in the IS/ MND.

Task 6.4 Deliverables:

- *Draft and final IS/MND including:*
 - *Project Description and Graphics based on 30% engineering design plans and supporting studies*
 - *Preliminary Administrative Draft IS/MND*
 - *CalEEMod*
 - *Administrative Draft IS/MND*
 - *Public Circulation Draft IS/MND*
 - *Public Circulation, Notice of Completion, Notice of Intent to Adopt*
 - *Final IS/MND and Response to up to 30 Individual Comments*
 - *Mitigation, Monitoring, and Reporting Program (MMRP)*
 - *Notice of Determination, Resolution, and Public Meeting*

Task 6.4 Assumptions/Exclusions:

- *GHD assumes the Humboldt County Department of Public Works will be the CEQA lead agency.*
- *Preparation of the administrative record is not included. This can be assembled at a later date if requested by the County, under a separate agreement.*
- *GHD assumes the County will provide one round of consolidated comments on the Preliminary Administrative Draft, Administrative Draft, and Final IS/MND.*
- *The proposed Project will not result in unmitigatable significant environmental impacts; therefore, a Mitigated Negative Declaration is the appropriate level of CEQA compliance documentation.*
- *Unless specified herein, technical studies are excluded, such as those related to aquatic or terrestrial acoustics, noise, and vibration, Vehicle Miles Traveled, and land use.*

Task 7 Intermediate Design and Permit Applications for Phase I Implementation

Subtask 7.1 65% engineering design plans and project description

Under this task, the GHD Team will advance the design of Phase I to 65% design plans. The 65% design plans will include plan view, sections, and alignments of key design components including but not limited to the salt marsh, tidal channels, shingle beach, high marsh ecotone, and interpretative elements. The plans will also show staging, stockpile areas, ingress/egress and re-vegetation. The plans will include phasing and impact minimization measures as notes on the plans and include adequate detail to support permit applications. An Opinion of Probable Construction Cost will be developed based on the 65% design quantities.

Task 7.1 Deliverables:

- *65% Design Plans for Phase I.*
- *Description of the design will be included in the Interim Report (Task 5).*

- *Opinion of Probable Construction Costs.*

Task 7.1 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 7.2 Land entitlement applications

City of Eureka Use Permit

A portion of the project area is located within City of Eureka's city limits. The parcel is zoned General Industrial and therefore a use permit from the City may be required. GHD will complete the permit application and all supplemental materials for review by the County. GHD will incorporate comments into the final application package for the County to submit.

CDFW Entitlement

In coordination with the County, GHD will contact CDFW to determine requirements for working on CDFW property. Once a clear pathway is identified, GHD will prepare the appropriate material for submittal and review to CDFW.

Humboldt Bay Harbor, Conservation, and Recreation District

Land entitlements from Humboldt Bay Harbor, Conservation and Recreation District are included in Harbor District Shoreline Development Permit, see the subtask below for more information.

State Lands Commission

The Humboldt Bay Harbor, Conservation and Recreation District has development authority over the Humboldt Bay shoreline and tidelands. An additional permit or lease from the State Lands Commission is not required.

Task 7.2 Deliverables:

- *One virtual meeting/phone call with CDFW staff.*
- *CDFW Entitlement materials.*

Task 7.2 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 7.3 Harbor District Development Permit

Due to the Project's location within tidal influence of Humboldt Bay and due to proposed Project actions below the Mean Higher High Water (MHHW), a Harbor District Development Permit will be required. GHD will complete the permit application and all supplemental materials for review by the County. GHD will incorporate comments into the final application package for the County to submit.

Task 7.3 Deliverables:

- *Harbor District Permit application.*

Task 7.3 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 7.4 Coastal Commission Coastal Development Permit

The Project Area is within the state jurisdiction of the Coastal Zone; therefore, a Coastal Development Permit (CDP) application package will be submitted to the California Coastal Commission (CCC). The Project will be reviewed and discussed during a single meeting or phone call with a staff member from the North Coast CCC District Office. The purpose of the meeting will be to facilitate permit processing with the CCC by coordinating early on the project description and impacts to coastal resources, approval requirements, and processing time frames. GHD will incorporate suggestions from the CCC. Impacts to wetlands and mudflats will likely be the

primary coastal effect for the CCC to analyze and the findings of the habitat conversion analysis and other technical analysis will be utilized in the CDP application package. The CDP application will include appended technical studies, figures, Habitat Mitigation and Monitoring Plan, and IS/MND. GHD will complete the draft permit application for review by the County and incorporate comments into the final application package for the County to submit.

Task 7.4 Deliverables:

- *One virtual meeting/phone call with North Coast CCC District Office staff.*
- *Coastal Development Permit (CDP) application package.*

Task 7.4 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 7.5 CDFW Consultation and Authorization

GHD staff will coordinate with CDFW to identify the appropriate pathway for CESA compliance. Appropriate pathways may include an Incidental Take Permit for Longfin Smelt and a Consistency Determination for salmonids that are both state and federally listed. GHD will prepare applications for agreed upon CESA pathways. GHD will complete the draft permit application for review by the County and incorporate comments into the final application package for the County to submit via CDFW's online permitting portal, EPIMS.

Task 7.5 Deliverables:

- *CESA compliance application package.*

Task 7.5 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*
- *New fisheries studies are not included in this scope. Additional studies required by CDFW, if any, could be conducted under a contract amendment.*
- *GHD assumes impacts to state listed plant species will be avoided via seed collection and dispersal as sufficient mitigation for potential impacts to salt marsh species common along the shoreline. This approach will be further detailed in the MMP. Therefore, CESA compliance would not be required for any botanical species.*

Subtask 7.6 RWQCB Water Quality Certification

GHD will prepare a North Coast Regional Water Quality Board Clean Water Section 401 water quality certification application, which addresses Porter-Cologne Water Quality Control Act requirements. The permitting coordination meeting outlined in Task 2 Stakeholder Engagement is assumed to suffice for the North Coast Regional Water Board pre-filing meeting and an additional site visit will not be required. The application may require an Alternatives Analysis. GHD will complete the draft permit application for review by the County and incorporate comments into the final application package for the County to submit.

Task 7.6 Deliverables:

- *One virtual meeting/phone call with RWQCB staff to confirm appropriate permit pathways.*
- *CWA Section 401 water quality certification application package.*

Task 7.6 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 7.7 USACE Permit

The project could be considered under the Nationwide Permit 54 (Living Shoreline) or a Nationwide Permit 27 (Aquatic Habitat Restoration, Establishment and Enhancement), however due to the project size and type, an Individual Permit may be necessary. GHD will meet with USACE to determine the appropriate pathway. If an Individual Permit is required, an Alternatives Analysis will be developed. The Section 404/10 application package will include Project information, quantification of impacts to Waters of the U.S., an assessment of

adverse or beneficial impacts to Waters of the U.S., and a list of adjacent property owners. GHD will submit the draft permit application package to the County for review. Following review, GHD will incorporate the comments into the final application package for the County to submit.

Task 7.7 Deliverables:

- *CWA Section 404/10 application package.*

Task 7.7 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*
- *This scope assumes up to 10 hours of GHD staff time to assist USACE in preparation of the Environmental Assessment for compliance with NEPA, not to exceed the cost included in the fee estimate.*

Subtask 7.8 NOAA Biological Assessment/Biological Opinion

GHD will prepare the appropriate document to evaluate potential impacts to federally listed anadromous salmonids under Section 7 of the ESA. GHD will outreach to the NOAA Restoration Center to confirm the Project is eligible for NOAA's updated Programmatic Biological Opinion (PBO) for Restoration Projects. The Project meets one of the eligibility criteria listed in the PBO: "Restoration and enhancement of tidal, subtidal, and freshwater wetlands - Projects to improve ecological functions," and is therefore anticipated to be eligible. If the Project is determined ineligible for the PBO, salmonids would be covered under a joint NOAA-USFWS Biological Assessment with the Tidewater Goby. GHD will complete the draft NOAA Restoration Center application for review by the County and incorporate comments into the final application package for the County to submit.

Task 7.8 Deliverables:

- *One virtual joint meeting with NOAA and USFWS to confirm appropriate permit pathways.*
- *Biological Assessment (one).*
- *Programmatic Biological Opinion applications (pending confirmation at joint meeting).*

Task 7.8 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

Subtask 7.9 USFWS Biological Assessment/Biological Opinion

GHD will prepare a Biological Assessment for federally listed Tidewater Goby under Section 7 of the ESA. GHD will first conduct outreach to USFWS to see if the new restoration focused Programmatic Biological Opinion (PBO) can be utilized. The project may be eligible for USFWS's PBO for California Statewide Programmatic Restoration Effort for coverage of Tidewater Goby. GHD will complete the appropriate draft USFWS PBO application or Biological Assessment for review by the County and incorporate comments into the final application package for the County to submit.

Task 7.9 Deliverables:

- *Virtual meeting (see task 7.8).*
- *Programmatic Biological Opinion applications.*

Task 7.9 Assumptions/Exclusions:

- *The Team will address a single round of County comments.*

All Task 7 Assumptions/Exclusions:

- *All permit and lease fees will be paid directly to each agency by the County and are excluded from the associated cost estimate.*
- *Post-application submittal meetings and conversations with any agency are not included in this scope.*

General Assumptions and Exclusion

This scope of services is based on the tasks described above which are anticipated for the project and assumptions/exclusions listed above. The County may need additional services during the process of the project due to increased stakeholder interest or additional issues identified during the project. This scope of services is based on the following assumptions:

- This scope does not include anything not specifically described above although additional services can be provided through a contract amendment.
- County will remain actively involved in key decisions.
- The County will obtain access permission from property owners if needed for field observations.
- This scope of services does not include any services related to property boundary or Right-of-Way surveys.
- The County shall exercise due care in relaying project requirements to consultant and shall responsively participate in project development.
- The County will be responsible for distributing deliverables to reviewers and will deliver one set of rectified comments to GHD following each review.
- The Team does not control permitting and approval of agencies nor outcomes of agencies' requests.

Sincerely,



Jeremy Svehla, P.E.
Project Manager



Kristen Orth-Gordinier
Deputy Project Manager

**EXHIBIT B
PROJECT SCHEDULE**

GHD, Inc.

For Fiscal Years 2023-2024 through 2025-2026

The schedule below depicts the target start and completion dates for each task included in this scope of services. The schedule is based on our current understanding of the overall project schedule. **All GHD deliverables will be provided by December 31, 2025.** Should decisions outside of GHD’s control not be made, the schedule will need to be extended accordingly. The grant final request for disbursement and final progress report is due January 31, 2026. The grant termination date is March 31, 2026.

Task Description	Target Start	Target Completion
Task 1 Project Management (County-only task)	June 2024	March 2026
Task 2 Stakeholder Engagement	July 2024	Dec 2025
Task 3 Technical Analyses	June 2024	June 2025
Task 4 Preliminary Design	Sept 2024	March 2025
Task 5 Interim Report	Sept 2024	Sept 2025
Task 6 CEQA and Supporting Studies for Full Project	July 2024	June 2025
Task 7 Intermediate Design and Permit Applications for Phase I Implementation	June 2025	Dec 2025

**EXHIBIT C
PROJECT BUDGET**

GHD, Inc.

For Fiscal Years 2023-2024 through 2025-2026

CONSULTANT agrees to proceed with the above scope of services as requested by the COUNTY on a time and materials basis, up to a maximum fee provided in Exhibit A. CONSULTANT may adjust the budgets for the tasks with notification to COUNTY as long as the total project budget is not exceeded.

Task	Budget
Task 1 Project Management (County-only task)	\$0
Task 2 Stakeholder Engagement	\$26,000
Task 3 Technical Analyses	\$156,000
Task 4 Preliminary Design	\$194,000
Task 5 Interim Report	\$29,000
Task 6 CEQA and Supporting Studies for Full Project	\$101,000
Task 7 Intermediate Design and Permit Applications for Phase I Implementation	\$154,000
Total	\$660,000

EXHIBIT D
BILLING RATE SCHEDULE

GHD, Inc.

For Fiscal Years 2023-2024 through 2025-2026

NOTE: The billing rate schedule for Calendar Year 2024 is enclosed. CONSULTANT may use the billing rate schedule that applies to the calendar year during which work was performed by notifying COUNTY, without a contract amendment.



GHD Class	GHD Description	2024 CDN/US Rate
PROFESSIONAL		
A001	Senior Technical Director 1	\$ 430.00
A002	Senior Technical Director 2	\$ 400.00
A003	Senior Technical Director 3	\$ 370.00
A004	Technical Director 1	\$ 335.00
A005	Technical Director 2	\$ 310.00
A006	Senior Professional 1	\$ 280.00
A007	Senior Professional 2	\$ 260.00
A008	Professional 1	\$ 250.00
A009	Professional 2	\$ 215.00
A010	Professional 3	\$ 190.00
A011	Vacationer / Intern	\$ 175.00
CONSULTANT		
V001	Executive Consultant 1	\$ 520.00
V002	Executive Consultant 2	\$ 470.00
V003	Senior Consultant 1	\$ 390.00
V004	Senior Consultant 2	\$ 345.00
V005	Consultant 1	\$ 285.00
V006	Consultant 2	\$ 230.00
V007	Consultant 3	\$ 185.00
TECHNICAL		
B001	Lead Design Technician 1	\$ 395.00
B002	Lead Design Technician 2	\$ 365.00
B003	Lead Design Technician 3	\$ 330.00
B004	Senior Design Technician 1	\$ 300.00
B005	Senior Design Technician 2	\$ 280.00
B006	Design Technician 1	\$ 255.00
B007	Design Technician 2	\$ 240.00
B008	Drafting/Design 1	\$ 230.00
B009	Drafting/Design 2	\$ 195.00
B010	Drafting/Design 3	\$ 180.00
B011	Drafting/Design 4	\$ 170.00
B012	Intern Drafting/Design	\$ 150.00

GHD Class	GHD Description	2024 CDN/US Rate
ADMINISTRATION		
C001	Business Services Manager 1	\$ 350.00
C002	Business Services Manager 2	\$ 310.00
C003	Senior Business Services 1	\$ 230.00
C004	Senior Business Services 2	\$ 200.00
C005	Business Services 1	\$ 175.00
C006	Business Services 2	\$ 165.00
C007	Business Services 3	\$ 120.00
SITE BASED		
S001	Senior Construction Manager	\$ 385.00
S002	Construction Manager	\$ 335.00
S003	Lead Site Engineer/Supervisor	\$ 295.00
S004	Senior Site Engineer	\$ 265.00
S005	Site Engineer	\$ 245.00
S006	Lead Inspector	\$ 235.00
S007	Senior Inspector	\$ 185.00
S008	Inspector / Specialist 1	\$ 160.00
S009	Inspector / Specialist 2	\$ 140.00
S010	Clerk / Specialist 3	\$ 135.00
S011	Senior Site Manager 1	\$ 160.00
S012	Senior Site Manager 2	\$ 150.00
S013	Senior Site Manager 3	\$ 135.00
S014	Senior Site Manager 4	\$ 125.00
S015	Operator/Labourer 1	\$ 115.00
S016	Operator/Labourer 2	\$ 110.00
S017	Operator/Labourer 3	\$ 90.00
PROJECT SUPPORT		
D001	Project Support Manager 1	\$ 420.00
D002	Project Support Manager 2	\$ 395.00
D003	Senior Project Support 1	\$ 350.00
D004	Senior Project Support 2	\$ 300.00
D005	Project Support 1	\$ 265.00
D006	Project Support 2	\$ 245.00
D007	Project Support 3	\$ 225.00
D008	Project Support 4	\$ 205.00
D009	Project Support 5	\$ 175.00
D010	Project Support 6	\$ 115.00



2024 Rate Schedule Notes

- 1) Rates are for employees of GHD companies.
- 2) An administration fee will apply to all invoices to cover in-house disbursements (Associated Project Costs) on a project. This will be charged at a rate of either:
 - 6% of total professional fees
 - Hourly rate of CAD \$7.50 or USD \$6.50
- 3) All travel will be invoiced at economy class rates. Lodging and meal expenses will be at cost plus agreed markup unless a per diem rate is negotiated.
- 4) All other project related disbursements, expenses and subcontractor costs will be invoiced with a markup of 15%.
- 5) Fee schedule is subject to change annually.
- 6) Leased and personnel vehicles, field equipment and disposable field supplies will be invoiced at established rates. Personal vehicle mileage rates will be charged in accordance with government regulated standard rates.

EXHIBIT E
SAMPLE INVOICE

GHD, Inc.

For Fiscal Years 2023-2024 through 2025-2026



GHD Inc.
 T 707 523 1010 W www.ghd.com

Company Registration
 Tax Identification Number: 98-0425935

Humboldt County
1106 Second St
Eureka, CA 95501
United States of America

Invoice : 380-0048872
Invoice Date : 4/8/2024
Project : 12606139
Project Name : HCDPW-T19 Humboldt Bay Trail
 South - Construction Support
Purchase Order # : DPW2019-001-T19

For Professional Services Rendered Through 3/31/2024

Attention: Hank Seemann
 Humboldt Bay Trail South-Bidding and Construction Support Services for the Humboldt Bay Trail South Project Task Order No. DPW2019-001-T09
 Federal Project No. RSTP-5904(143)
 RPL-5904(180)
 ATPL-5904(182)
 County Contract No. 715036

	<u>Fee</u>	<u>Billings</u>		
		<u>To Date</u>	<u>Previous</u>	<u>Current</u>
01 - Tsk1-Bidding & Construction Support Services	299,999.87	49,956.77	42,238.30	7,718.47
<i>Rate Labor</i>	5,629.99			
<i>Expenses</i>	2,088.48			
<i>Total Expenses</i>	2,088.48			
				<u>7,718.47</u>
		Amount Due This Bill	USD	7,718.47

Total Fee : 299,999.87
To Date Billings : 49,956.77
Total Remaining : 250,043.10

Remit EFT Payments To:

Account number 220889651
ABA number 022000020
Please email remittance to usremittance@ghd.com
Please remit checks to GHD Inc.
 Dept. LA 23922
 Pasadena, CA 91185-3922

01 - Tsk1-Bidding & Construction Support Services

Labour

Rate Labor				
<i>Employee</i>		<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Camille Penny		30.50	152.2700	4,644.24
Josh Wolf		4.25	231.9400	985.75
Total Rate Labor				5,629.99

Total Labour **5,629.99**

Subconsultant/Subcontractor

Expenses

<i>Vendor</i>	<i>Doc Number</i>	<i>Date</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
Morrison Structures, Inc.	VR0000577077	2/29/2024	2,088.48	1.0000	2,088.48
Total Expenses					2,088.48

Total Subconsultant/Subcontractor **2,088.48**

Total Bill Task: 01 - Tsk1-Bidding & Construction Support Services **7,718.47**

Total Project: 12606139 - HCDPW-T19 Humboldt Bay Trail South - Construction Support **7,718.47**