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Public Works - PROFESSIONAL SERVICE AGREEMENT

Subject: Quincey Engineering - Pine Hill Bridge Terrestrial Studies

Route To:

	Department	Approved	Disapproved	Date
	Auditor			
1	County Counsel	JBR		8/7/13
2	Risk Manager	KCV/DF		8/12/13
3	Purchasing	PSH		8/13/13
	Other:			

Comments:

Term: 180 days from Effective Date
$43,204

Contact Information: Chris Whitworth
Phone:

AGREEMENT FOR CONSULTANT SERVICES
Pine Hill Bridge (4C-173) Terrestrial Impact Studies
Project Number: *594020*

This Agreement is entered into this _____ day of _____, 2013, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter called COUNTY, and Quincy Engineering, hereinafter called CONSULTANT.

RECITALS

COUNTY desires professional assistance in the performance of studies to determine the potential impacts to the aquatic environment of bridge replacement, which work is hereinafter referred to as the TASK or PROJECT, and COUNTY desires to have services performed in accordance with COUNTY'S needs.

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

CONSULTANT is a Professional and CONSULTANT represents that it is well qualified to perform said work.

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

WHEREAS, CONSULTANT is willing and able to perform the duties and render the services as more specifically outlined elsewhere in this Agreement; and

WHEREAS, COUNTY wishes to retain CONSULTANT to perform such services.

1. TERM OF AGREEMENT

A. The term of this Agreement shall be for 180 days beginning as of the Effective Date and ending 180 calendar days later.

B. Notwithstanding the foregoing, COUNTY shall not be obligated for payments hereunder for any future fiscal year unless or until COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY'S budget for the fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds for this Agreement were appropriated. COUNTY shall notify CONSULTANT, in writing, of such non-appropriation at the earliest possible date. However, any term herein which by its nature extends beyond the end or termination of this Agreement, remains in effect until fulfilled (including, without limitation, unfulfilled payment obligations, and outstanding liabilities).

2. OBLIGATIONS OF COUNTY

COUNTY agrees to do the following:

A. Provide background data as needed for work, including work files as applicable to this PROJECT.

1. Direct Expenses. All direct expenses incurred for additional services, including travel expenses in connection with PROJECT, printing and copying of reports and drawings, faxes, postage, and deliveries shall be billed at actual cost.
2. Hourly Compensation. Standard hourly rates shall be used as a basis for determining additional services compensation for changes in CONSULTANT'S services.
3. Payments. Payments on account of CONSULTANT'S additional services shall be paid monthly in proportion to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon.

5. INSURANCE AND INDEMNITY

A. Defense and Indemnification for Design Professional Services. To the fullest extent permitted by law, and in accordance with Civil Code §2782.8, CONSULTANT shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (collectively, "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

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

C. Acceptance of insurance, if required by this Agreement, does not relieve CONSULTANT from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONSULTANT'S operations regardless if any insurance is applicable or not.

D. Workers' Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:

   "I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."

6. COUNTY REPRESENTATIVE

A. The Director of Public Works shall represent COUNTY in all matters pertaining to the services to be rendered under this Agreement. All requirements of COUNTY pertaining to services to be rendered shall be given through the office of COUNTY'S representative. In all

matters CONSULTANT shall cooperate with COUNTY'S representative in such manner as will result in the performance of the work without undue delay.

B. COUNTY'S representative shall have overall charge and responsibility of COUNTY'S activities and obligations with respect to said PROJECT.

7. PROFESSIONAL SERVICES

A. COUNTY relies upon the professional ability of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT agrees to use all reasonable care and diligence to perform his services under this Agreement, it being understood that the acceptance of CONSULTANT'S work by COUNTY shall not operate as a waiver or release of CONSULTANT.

8. COUNTY'S RIGHT TO TERMINATE AGREEMENT

A. If the CONSULTANT fails to perform or provide prompt, efficient and thorough service, and fails to correct such failure upon reasonable notice, the COUNTY shall have the right to cancel or terminate the Agreement immediately, upon notice, and take possession of all studies, drawings, computations, and specifications, insofar as they are complete and acceptable to COUNTY. COUNTY shall pay to CONSULTANT an equitable portion of the total remuneration of the Agreement for the portion of the work acceptable to the COUNTY at the time the Agreement is terminated, less the amount of any reasonable damages sustained by the COUNTY due to the breach of this Agreement by the CONSULTANT.

B. COUNTY may, at any time and for any reason, upon 30 days written notice, terminate this Agreement and pay only for those services rendered as of the date when termination is effective.

C. Notice may be given by delivering a copy of said notice to CONSULTANT personally, or by mailing a copy of said notice to CONSULTANT. Notice shall be deemed received two days after the mailing of said notice.

CONSULTANT: *Quincy Engineering*
3247 Ramos Circle
Sacramento, CA 95827

COUNTY: Humboldt County Public Works
1106 Second Street
Eureka CA 95501

9. COUNTY'S RIGHT OF ABANDONMENT OF PROJECT AND CANCELLATION OF AGREEMENT

At any time the COUNTY may suspend indefinitely or abandon the PROJECT, or any part thereof, and may require the CONSULTANT to suspend the performance of his services. There shall be due and payable to CONSULTANT, in accordance with the provisions of Section 4 above, a sum of money equal to that earned by the CONSULTANT to the date of PROJECT suspension or abandonment plus any costs to close out the PROJECT in an orderly manner.

10. COUNTY'S LICENSE TO USE DOCUMENTS

The parties recognize that under Civil Code Section 980, CONSULTANT is the exclusive owner of the design and other documents created by CONSULTANT pursuant to this Agreement, and the CONSULTANT may control the distribution and use of said documents. CONSULTANT agrees that the COUNTY, upon termination or cancellation of this Agreement for any reason whatsoever, shall acquire a license to copy, reproduce, and use

for its own purposes, said documents. More specifically, CONSULTANT agrees that COUNTY may use said documents for completion of the PROJECT even though CONSULTANT'S services may have been terminated. CONSULTANT shall be entitled to no additional compensation for use by the COUNTY of these documents.

11. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Humboldt. Any action or dispute arising out of this Agreement shall only be brought in the County of Humboldt.

12. CONSULTANT NOT OFFICER, EMPLOYEE OR AGENT OF COUNTY

While engaged in carrying out and complying with the terms and conditions of this Agreement, CONSULTANT is an independent contractor and not an officer, employee or agent of COUNTY.

13. PROVISIONS REQUIRED BY LAW

Each and every provision of law, as far as required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party, the Agreement shall be physically amended to make such insertion or correction.

14. AGREEMENT SHALL BIND SUCCESSORS AND SURVIVORS

The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. In the case of the death of one or more members of the firm of CONSULTANT, the surviving member, or members shall complete the CONSULTANT services covered by this Agreement.

15. ASSIGNMENT

Neither party shall assign or transfer its obligation under this Agreement without the prior written consent of the other.

16. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

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

17. COMPLIANCE WITH LAWS

A. CONSULTANT agrees to use professional standards of care to comply with all local, state and federal laws and regulations including but not limited to the Americans with Disabilities Act. CONSULTANT further agrees to use professional standards of care to comply with applicable federal, state and local licensing standards, any applicable accrediting standards,

and any other standards or criteria established locally or by the state or federal governments.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. ENTIRE AGREEMENT

It is understood and agreed that this instrument contains the entire Agreement between the parties hereto. It is further understood and agreed by CONSULTANT that COUNTY and COUNTY'S agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as expressly set forth in this Agreement, and that no claim or liability or cause for termination shall be asserted by CONSULTANT against COUNTY for, and COUNTY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement, any other written or oral Agreement with COUNTY being expressly waived by CONSULTANT, it being understood that the COUNTY requires agreements to be in writing and adopted by the Humboldt County Board of Supervisors.

19. NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE COUNTY

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

20. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISION

CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964 and no person shall, on the grounds of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other classification protected by federal, state, or local laws and ordinances be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

21. NO WAIVER OF DEFAULT:

A. The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

B. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONSULTANT. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONSULTANT the repayment of any funds disbursed to the CONSULTANT under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONSULTANT shall promptly refund any such funds upon demand.

22. ATTORNEY FEES ON BREACH

CONTRACTOR and COUNTY each agree that in the event any action, suit or proceeding be commenced to complete the performance of this Agreement or to seek damages for breach

thereof, it will pay reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to the prevailing party, to be awarded and fixed by the court, and to be taxed as cost and to be included in the judgment thereon rendered.

APPROVED AND EXECUTED:

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

County Of Humboldt

By: _____
Thomas K. Mattson – Public Works Director

By: _____
Phillip Smith-Hanes – County Administrative Officer

DATE OF EXECUTION ("Effective Date"): 8/13/13

Consultant: *Quincy Engineering*

By: _____

Title: President John S. Quincy
[Print Name and Title of Signer: If Corporate: Chairman, President or Vice President]

Date: 7/30/13

By: _____

Title: Steve L. Mellon, CFO
[Print Name and Title of Signer: If Corporate: Secretary, Assistant Secretary, CFO or Assistant Treasurer]

Date: 7/30/13

APPROVED AS TO FORM:
(STANDARD PRE-APPROVED FORM)
County Counsel

INSURANCE REQUIREMENTS:
(PRE-APPROVED FORM)
Risk Manager

Exhibit A

PINE HILL ROAD AT SWAIN SLOUGH BRIDGE REPLACEMENT ABOVE-GROUND TASKS PROJECT UNDERSTANDING AND SCOPE OF WORK

PROJECT UNDERSTANDING

Role of North State Resources

North State Resources, Inc. (NSR) will be a subconsultant to Quincy Engineering, Inc. (QEI) and will be responsible for completing the requested environmental services for the Pine Hill Road at Swain Slough Bridge Replacement Project. Specifically, NSR will complete the following technical studies: botanical survey, wetland delineation, and a farmland impact analysis.

NSR will coordinate with QEI, Humboldt County Public Works Department – Natural Resources Division (County) and the California Department of Transportation (Caltrans) District 1 Local Assistance Office to ensure compliance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Caltrans Local Programs Manual – Volume I, and other applicable environmental laws and regulations. The County will serve as the Lead Agency under CEQA with Caltrans serving as the NEPA Lead Agency under its NEPA delegation authority from the Federal Highway Administration (FHWA). The County will be responsible for preparing and approving the CEQA document and completing the required permit applications. It is our understanding that the cultural resources investigation has been completed by another consultant.

Project Overview

The project is located south of Eureka and east of U.S. Highway 101, in Humboldt County. Pine Hill Road is a Rural Local Road with a current average daily traffic (ADT) of 250 that connects Elk River road with Meyers Avenue and Herrick Road. Swain Slough, which is located in the Elk River watershed, confluences with the Elk River 0.5 mile downstream. Elk River drains into Humboldt Bay 1.5 miles further downstream; due to this close proximity to Humboldt Bay, Swain Slough is tidally influenced.

The purpose of the Pine Hill Road at Swain Slough Bridge Replacement Project is to improve public safety and hydraulic capacity by replacing an existing two-lane, three-span, bridge with a new, two-lane, single-span, bridge structure. The existing bridge is considered structurally deficient and functionally obsolete with a sufficiency rating of 44.6. This project will receive federal funds through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP). The new bridge structure will either be a cast in place, pre-stressed concrete slab or a box girder. The County anticipates the closure of Pine Hill Road during construction, using an existing, adjacent road as a prime detour route that extends 1.6 miles.

Key Environmental Issues

Based on a preliminary review of available information, including the completed and approved Preliminary Environmental Studies (PES) form provided by QEI, NSR identified the following potential issues that may need to be addressed during the environmental compliance process:

Botanical Resources: A review of the California Natural Diversity Database (CNDDB) for the *Eureka*, California 7.5-minute quadrangle map showed occurrences for the following special-status plant species within a five-mile radius of the project

area: marsh pea (*Lathyrus palustris*), a Rare Plant Rank of 2.2; coast sidalcea (*Sidalcea oregano ssp. eximia*), a Rare Plant Rank of 1B.2; and Lyngbye's sedge (*Carex lyngbyei*), a Rare Plant Rank of 2.2.

Jurisdictional Waters and Riparian Habitat: Construction of the new bridge and approaches could result in impacts on Swain Slough and adjacent riparian habitat and wetlands. There may be potential for farmed wetlands to occur within the project site based current agricultural operations in the vicinity. Since the project site is located within the Coastal Zone, single-parameter wetlands (e.g., features that meet one of the following criteria: hydric soils, hydrology, or hydrophytic vegetation) will also need to be mapped as part of the wetland delineation.

Coastal Zone Consistency: The project site is located within "coastal zone" lands under the jurisdiction of the California Coastal Commission. A coastal development permit for grading and bridge construction will need to be obtained by the County prior to the start of the construction.

Agricultural Resources: The project may encroach on a parcel of land that is currently in agricultural production and may be under a Williamson Act Contract. Proposed project construction activities could require conversion of lands currently used for agricultural production and/or potentially encumbered under a Williamson Act contract to non-agricultural uses. A farmland impact assessment may be required to assess the loss of important farmland.

There are no significant changes in the horizontal or vertical alignment, so the project is not classified as a Type 1 project, as defined in 23 CFR 772.5 (h). Consequently, for purposes of this work plan, the following technical studies are not included: air quality and traffic. The project study area is not located within a designated sole-source aquifer. In reviewing local land ownership maps, it appears that the proposed project will not encroach upon public lands (federal, state, or local) that would trigger Section 4(f). Swain Slough is not designated as a federal or state wild and scenic river; a visual impact assessment is not expected to be required based on the conclusions made in the approved PES form.

SCOPE OF WORK

NSR's scope of work for completing the requested environmental tasks is presented below. Our approach is based on an initial review of available information and our experience with similar projects recently completed for local agencies and Caltrans District 1 Local Assistance.

Task 1. Project Management/Attendance at Kick-Off Meeting

Throughout the project, NSR will maintain regular communication with QEI and the County and will prepare periodic progress reports to document project status and identify any concerns and resolutions. NSR will attend an initial project kickoff meeting with the County and QEI. We assume the meeting will be held at the County office in Eureka and a brief site visit will be conducted following the meeting to discuss the study area and alignment/design options. Participants will discuss the following: review of the PES form approved by Caltrans; initial identification of issues; site access coordination; and schedule for submittals. We will identify key participants from the involved agencies and define project communication protocols. NSR will also be available to participate in periodic conference calls and up to two (2) project meetings at the County office.

Task 1 Deliverables: E-mails summarizing conversations, progress reports, meeting notes

Task 1 Meeting(s): Attendance at one (1) kick-off meeting in Eureka; Attendance at up to two (2) additional project meetings in Humboldt County (Note – these meetings are exclusive of other meetings identified for the remaining tasks).

Task 2: Conduct Botanical Survey

NSR will conduct a single-visit botanical survey of the BSA in general accordance with "*Protocols for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Natural Communities* (California Department of Fish and Game 2009). The timing of the survey will correspond to the blooming period for special-status vascular plant species with potential to occur in the study area. Tentatively the survey is scheduled for July 2013, but the actual survey time may vary depending on the progression of environmental parameters (e.g., rainfall and temperature patterns). The results of the plant survey will be compiled and presented in the NES report (Task 4). This discussion will include a comprehensive list of all vascular plant species observed within the BSA and a figure showing location(s) and acreage(s) for any special-status plant occurrence(s). As part of the plant survey, noxious weed species populations will be mapped and evaluated in the NES report (Task 4) to ensure that the project complies with Federal Executive Order 13112 (Invasive Species).

Task 2 Deliverables: Results of botanical survey will be presented in the NES report (Task 4)

Task 2 Meeting(s): N/A

Task 3: Conduct Wetland Delineation

NSR will conduct a delineation of waters of the United States and prepare a report that can be submitted to the U.S. Army Corps of Engineers (Corps) for verification in support of Clean Water Act permitting. NSR will also prepare a separate technical memorandum addressing whether any additional areas qualify as wetlands according to California Coastal Commission (CCC) criteria. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data for the study area; a field survey to delineate the boundaries of waters of the United States, and additional areas (if any) that meet CCC wetland criteria, using methods prescribed by the Corps; and preparation of a report. For the field survey, NSR will:

- Perform a routine delineation within the BSA, and from fence line to fence line west of the BSA to Elk River Road.
- For the delineation west of the BSA, cross-sections will be established at 50-foot intervals and the following location data (point data) will be collected: fence line, wetland boundaries, flow line of ditch, edge of unpaved road shoulder, edge of pavement, and road center-line.
- Acquire coordinates of wetland/other waters boundaries and other relevant features with GPS.

Maps will be prepared, utilizing geographic information systems technology, on base topographic maps of the study area or aerial imagery provided by the County or QEI. If necessary, separate maps will be provided for Corps- and CCC-jurisdictional wetlands. The delineation report will contain background information, data sheets, site photos, and a delineation map (minimum scale of 1"=200'). The supplemental memorandum will contain the information necessary to evaluate whether any features not identified on the Corps delineation map qualify as wetlands under CCC criteria.

A draft delineation report and supplemental memorandum will be provided to the County for review and approval. Following incorporation of comments provided by the County, NSR will submit the delineation report and supplemental memorandum to Caltrans District 1 Local Assistance for review and approval. Following approval by Caltrans, NSR will submit final copies (in electronic format) to the

County. If requested by the agencies and the County, NSR will attend a field verification visit with the Corps and the CCC. This task will be complete upon approval by the CCC. *Note: QEI will quantify the amount of jurisdictional waters impacts based on the delineation results provided by NSR.*

Task 3 Deliverables: Electronic copies of administrative draft reports, draft reports, and final reports. If requested by the County, up to five hard copies of the final reports will be provided.

Task 3 Meeting(s): Attendance at one (1) site visit with Corps and CCC by NSR technical staff.

Task 4: Prepare Natural Environmental Study Report

NSR will prepare a Natural Environment Study (NES) in accordance with the Caltrans *Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports* (March 1997) and the Caltrans Standard Environmental Reference (Chapter 14) and utilize the Caltrans template (http://www.dot.ca.gov/ser/forms.htm). The NES will characterize biological resources in the Biological Study Area (BSA) (generally corresponds to the APE) and vicinity; assess project impacts to biological resources; identify general mitigation measures, if necessary; summarize the results of other biological studies; and discuss the status of any required agency consultations. Preparation of the NES will entail:

- coordination with resource agencies, including the California Department of Fish and Wildlife (DFW), National Marine Fisheries Service (NMFS), and U.S. Fish and Wildlife Service USFWS);
- a review of the California Natural Diversity Database (CNDDB) and California Native Plant Society (CNPS) database;
- a request for a formal list of special-status species with potential to occur in the project vicinity;
- a reconnaissance-level field investigation, including an assessment of habitat for special-status wildlife and identification of environmentally sensitive habitat areas (ESHAs) that fall under the jursidiction of the California Coastal Commission;
- summary of the botanical survey (Task 2) and wetland delineation (Task 3);
- preparation of maps showing the locations of significant biological resources, including observations of special-status species and/or suitable habitat and ESHAs; and
- based project site plans and wetland impact calculations provided by QEI, NSR evaluate impacts to jurisdictional waters affected by the project and provide recommendations for avoidance, minimization, and mitigation measures.

Following the completion of the literature review, conversations with resource agency staff, and field surveys, NSR will prepare an NES report. The NES report will summarize information contained in the tidewater goby Biological Assessment and the listed salmonids Biological Assessment/Essential Fish Habitat Assessment, as well as the results of the Section 7 consultation processes with the USFWS and NMFS, respectively. An internal draft NES will be submitted for review by the County and QEI before sending to Caltrans for review and approval. Once County and QEI comments are addressed, NSR will submit a draft NES for review by Caltrans. The NES will be finalized and submitted to Caltrans for approval. NSR will address comments provided by Caltrans and submit a final NES report for review and approval.

Task 4 Deliverables: Electronic copy of administrative draft technical report in PDF; two (2) bound hard copies of the revised draft version of the technical report; five (5) bound hard copies of the final version the report; PDF of final version of the report.

Task 4 Meeting(s): N/A

Task 5: Prepare Farmland Impact Assessment Report

NSR will conduct a farmland impact assessment to describe agricultural operations in the study area and discuss the effects of converting agricultural fields to non-agricultural uses, if applicable. This study would provide a quantitative discussion on the amount of farmland to be converted and would generally assess the value of the farmland using available agricultural reports for the County. NSR will review existing parcel information to verify if affected parcels are currently under a Williamson Act contract and Farmland Mapping and Monitoring Program data and reports for the study area to determine if there are any Prime or Unique farmlands. If necessary, NSR will complete the pertinent sections of the Farmland Conversion Impact Rating (Form AD 1006) and submit to the local Natural Resource Conservation Services (NRCS) office, along with copies of the proposed project and any alternatives. Upon receipt of a completed Form AD 1006 from NRCS, NSR will submit a copy to Caltrans, along with any recommendations for mitigation. A report or technical memorandum will be prepared to discuss the results, and the results will be incorporated into the CEQA/NEPA documentation. The report will be submitted to the County, QEI, and Caltrans for review.

Task 5 Deliverables: Electronic copy of administrative draft technical report in PDF; two (2) bound hard copies of the revised draft version of the technical report; five (5) bound hard copies of the final version the report; PDF of final version of the report.

Task 5 Meeting(s): N/A

North State Resources, Inc.

Pine Hill Road at Swain Slough Bridge Replacement Project
Above-Ground Tasks
Environmental Services

July 2013

LABOR

LABOR CATEGORY	KEY PERSONNEL	RATE	TASK 1 Project Management		TASK 2 Conduct Botanical Survey		Task 3 Conduct Wetland Delineation		Task 4 Prepare Natural Environment Study		Task 5 Prepare Farmland Impact Assessment		TOTAL HOURS	TOTAL LABOR COST
			HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST		
Program Manager 4	W. Lanning	$157.58	40	$6,302		$0		$0	6	$945	2	$315	48	$7,563
Program Manager 4	K. Marine	$167.16		$0		$0		$0		$0		$0	0	$0
Cultural Resource Specialist 4	B. Ludwig	$128.40		$0		$0		$0		$0		$0	0	$0
Cultural Resource Specialist 2	K. Crawford	$70.44		$0		$0		$0		$0		$0	0	$0
Program Manager 3	M. Wuestehube	$137.40		$0		$0	10	$1,374		$0		$0	10	$1,374
Biologist 4	H. Kelly	$99.00		$0	1	$99	90	$8,910	120	$11,880		$0	211	$20,889
Biologist 2	M. Gorman	$84.12		$0		$0		$0		$0		$0	0	$0
Biologist 3	P. Kirk	$84.12		$0	24	$2,019		$0		$0		$0	24	$2,019
Environmental Analyst 2	C. Carpenter	$92.10		$0		$0		$0		$0	36	$3,316	36	$3,316
GIS & Mapping Analyst 2	T. Mooney	$72.22		$0	2	$144	16	$1,156	8	$578	4	$289	30	$2,167
Environmental Analyst/Writer 4	K. McDonald	$108.36		$0		$0		$0	4	$433		$0	4	$433
Admin Asst. 2	S. Canlu	$76.66		$0		$0	6	$460	8	$613	4	$307	18	$1,380
Admin Manager 3	B. Weichman	$88.92	16	$1,423		$0		$0		$0		$0	16	$1,423
		LABOR TOTAL	56	$7,725	27	$2,262	122	$11,900	146	$14,450	46	$4,226	397	$40,563
		TOTAL NSR LABOR COST		$7,725		$2,262		$11,900		$14,450		$4,226		$40,563

OTHER DIRECT COSTS

DESCRIPTION	UNIT COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST		TOTAL OTHER DIRECT COST
Subcontractor (Bollard Acoustical Consulting)	$1.10		$0		$0		$0		$0		$0		$0
Conference Call and Mailing Costs	$10.00	4	$40	1	$10	1	$10	1	$10		$0		$70
GIS workstation (per hour)	$12.85	0	$0	2	$26	16	$206	16	$206	4	$51		$488
Submeter GPS Usage (per day)	$60.00		$0	1	$60	1	$60	1	$60		$0		$180
Other Direct Cost, Info Center	$100.00		$0		$0		$0		$0		$0		$0
Black and white copies (8.5 x 11)	$0.06		$0		$0	250	$15	550	$33	50	$3		$51
Black and white copies (11 x 17)	$0.11		$0		$0	10	$1	20	$2	10	$1		$4
Color copies (8.5 x 11)	$0.75		$0	5	$4	20	$15	30	$23	10	$8		$49
Color copies (11 x 17)	$1.50		$0	5	$8	20	$30	20	$30	10	$15		$83
	SUBTOTAL		$40		$107		$337		$363		$78		$925
	TOTAL OTHER DIRECT COST		$40		$107		$337		$363		$78		$925

TRAVEL

DESCRIPTION	UNIT COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST		TOTAL TRAVEL
Vehicle Mileage	$0.57	960	$542	320	$181	640	$362	320	$181		$0		$1,266
Meals and Lodging	$1.00	0	$0	150	$150	150	$150	150	$150		$0		$450
	TOTAL TRAVEL		$542		$331		$512		$331		$0		$1,716

TASK TOTAL	$8,308	$2,700	$12,748	$15,144	$4,304	

TOTAL ESTIMATED COST	Total	$43,204

North State Resources, Inc.

STANDARD RATE SCHEDULE
APRIL 1, 2013 THROUGH MARCH 31, 2014

STAFF CATEGORY	LEVEL	HOURLY BILLING RATES Refer to Notes [1,2,3,4]		
Principal		$135.00	to	$198.00
Program Manager	4	$150.00	to	$198.00
Program Manager	3	$135.00	to	$150.00
Program Manager	2	$120.00	to	$135.00
Program Manager	1	$105.00	to	$120.00
Project Manager	4	$120.00	to	$169.00
Project Manager	3	$100.00	to	$120.00
Task Manager	2	$81.00	to	$100.00
Task Manager	1	$60.00	to	$81.00
Subject Matter Expert		$132.00	to	$195.00
Biologist	4	$96.00	to	$138.00
Biologist	3	$84.00	to	$96.00
Biologist	2	$63.00	to	$84.00
Biologist	1	$48.00	to	$63.00
Cultural Resource Specialist	4	$96.00	to	$138.00
Cultural Resource Specialist	3	$84.00	to	$96.00
Cultural Resource Specialist	2	$63.00	to	$84.00
Cultural Resource Specialist	1	$48.00	to	$63.00
Environmental Analyst/Tech Writer	4	$96.00	to	$138.00
Environmental Analyst/Tech Writer	3	$84.00	to	$96.00
Environmental Analyst/Tech Writer	2	$63.00	to	$84.00
Environmental Analyst/Tech Writer	1	$48.00	to	$63.00
Environmental Scientist/Geologist	4	$96.00	to	$138.00
Environmental Scientist/Geologist	3	$84.00	to	$96.00
Environmental Scientist/Geoscientist	2	$63.00	to	$84.00
Environmental Scientist/Geoscientist	1	$45.00	to	$63.00
GIS & Mapping Analyst	4	$96.00	to	$138.00
GIS & Mapping Analyst	3	$84.00	to	$96.00
GIS & Mapping Analyst	2	$63.00	to	$84.00
GIS & Mapping Analyst	1	$45.00	to	$63.00
Admin Manager	4	$96.00	to	$138.00
Admin Assistant/Admin Manager	3	$78.00	to	$96.00
Admin Assistant	2	$48.00	to	$78.00
Admin Assistant	1	$30.00	to	$48.00
Technician	4	$60.00	to	$78.00
Technician	3	$48.00	to	$60.00
Technician	2	$39.00	to	$48.00
Technician	1	$30.00	to	$39.00

[1] Hourly billing rates are fully burdened and include raw wages, labor OH, G&A OH, and profit.

[2] Hourly billing rates are subject to change annually with employee compensation changes.

[3] An overtime differential (not shown) may apply, depending on work requirements.

[4] A travel differential (not shown) may apply, depending on work requirements.

04/04/13v

North State Resources, Inc.

SCHEDULE FOR DIRECT COSTS
APRIL 1, 2013 THROUGH MARCH 31, 2014

DESCRIPTION	BILLING RATE
Trimble Pathfinder Pro GPS Units	$ 7.55 per hour/$60 per day
Nikon Total Station	$125 per day
Geo Explorer III GPS Units	$ 25 per day
Geographic Information System (GIS) Work Station	$12.85 per hour
Large-Format Printer (24" x 36")	$10 per sheet
Large-Format Printer (36" x 48")	$15 per sheet
Jet Boat	$200 per day
Patio Boat	$190 per day
Quad Runner	$125 per day
Snowmobile	$125 per day
Backpack Electrofisher & Support Kit	$100 per day
Boat-Mounted Flow Meter/Sounding Equipment	$100 per day
Fish Marking Equipment	$100 per day
Global Water Stage Gage	$50 per month
Small Flow Meter	$40 per day
Spatial Digital Video Recorder	$600 per day
Thermograph	$25 per month
Turbidimeter	$25 per day
Underwater Video Camera	$200 per day
Water Quality Equipment	$40 per day
Vehicle Mileage	$0.565 per mile
Black and white copies	$0.06 per 8 1/2 x 11 sheet
Black and white copies	$0.11 per 11 x 17 sheet
Color copies	$0.75 per 8 1/2 x 11 sheet
Color copies	$1.50 per 11 x 17 sheet
Other Direct Costs (ODC's)	Cost plus 10%

Direct expenses and ODC's are subject to change as equipment is acquired and/or replaced.

04/04/13v