



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C-20**

For the meeting of: June 19, 2018

Date: May 31, 2018

To: Board of Supervisors

From: John H. Ford, Director of Planning and Building

Subject: Contract authorization for preparation of a project Environmental Impact Report (EIR) for Humboldt Wind LLC Conditional Use Permit  
Application Number 13999  
Case Number CUP-18-001  
Scotia area

RECOMMENDATION(S):

That the Board of Supervisors:

Authorize the Director of Planning and Building to execute the attached Agreement (Attachment 1) between the County of Humboldt (County), and AECOM (Consultant), for preparation of a project Environmental Impact Report (EIR) for the Humboldt Wind Conditional Use Permit Application.

Prepared by Cliff Johnson, Senior Planner CAO Approval

REVIEW: Auditor (initials) County Counsel NAM Human Resources KAB Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**  
Upon motion of Supervisor Wilson Seconded by Supervisor Bass  
Ayes Bass, Fennell, Sundberg, Bohn, Wilson  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 6/19/18  
By:

Kathy Hayes, Clerk of the Board

## **SOURCE OF FUNDING:**

The applicant is responsible for all costs associated with the processing of the project, including this EIR.

## **DISCUSSION**

The Board is being asked to authorize the Director of Planning and to execute an agreement with AECOM for the preparation of a project Environmental Impact Report (EIR) for the Humboldt Wind LLC Conditional Use Permit.

Humboldt Wind, LLC (Humboldt Wind) has submitted a Conditional Use Permit (CUP) application to construct and operate the Humboldt Wind Energy Project (Project), a renewable wind energy generation development that would consist of between 45 and 70 wind turbines and associated facilities, with a nameplate generating capacity of up to approximately 135 megawatts (MW). The majority of the project area will be located on two prominent ridgelines that are located south and southeast of the town of Scotia. Monument Ridge is located south and west of Highway 101 and the Eel River, and Shively Ridge is located north and east of Highway 101 and the Eel River. As the lead agency for this project under the California Environmental Quality Act (CEQA), the county has determined that an Environmental Impact Report will clearly be required for this project.

A Request for Proposals (RFP) to secure bids to prepare this EIR was circulated on February 6, 2018 and included a deadline of February 21, 2018 for submission of bids. Proposals were received by five consulting firms: ICF, Helix Environmental Planning, Ecology & Environment Inc., ESA Associates, and AECOM. AECOM was chosen based on the technical expertise in specific subject areas of importance to the environmental review of this project. The base budget for the contract with AECOM is \$398,310. The Board's approval is required for authorization for the Planning Director to sign the contract to prepare the EIR. The contract is included as Attachment 1.

## **FINANCIAL IMPACT**

There will be no impact on the General Fund. The applicant is responsible for paying all actual costs involved in the processing of the application and all costs associated with preparation of the EIR.

Approval of authorization of this contract supports the Board's Strategic Framework through its core role to enforce laws and regulations to protect residents.

## **OTHER AGENCY INVOLVEMENT**

The project has only recently been submitted, and is currently in the process of being referred to other agencies. Other agencies will be involved in the review of this Conditional Use Permit application and the associated environmental review. The county will also follow the Native American Consultation process pursuant to AB 52.

## **ALTERNATIVES TO STAFF RECOMMENDATIONS**

The Board could decide not to approve the execution of the contract. This alternative is not recommended because it would prevent the county from completing the environmental review of the project in a timely and cost-effective manner.

## **ATTACHMENTS**

Attachment 1: Agreement for Consulting Services  
Exhibit A: Scope of Work  
Exhibit B: Budget  
Exhibit C: EIR Schedule

## **Attachment 1**

### **Agreement for Consulting Services**

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
AECOM TECHNICAL SERVICES  
FOR FISCAL YEARS 2017-18 THROUGH 2019-20**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and AECOM Technical Services, Inc., a California C Corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Planning and Building Department, desires to retain the services of a qualified professional to prepare the California Environmental Impact Report, in accordance with CEQA Guidelines, for the construction and operation for a renewable wind energy generation development that would consist of between 45 and 70 wind turbines and associated facilities, 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, CONTRACTOR represents that it is specially trained, skilled, experienced and qualified to perform the special services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Approach and Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the Director of Planning and Building or designee thereof.

2. TERM:

This Agreement shall begin upon signing and shall remain in full force and effect until June 2020, unless sooner terminated as provided herein. Scheduled milestones are addressed in Section 4. Below.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.

- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Hundred Ninety Eight Thousand, and Three Hundred Ten Dollars (\$398,310). CONTRACTOR agrees to perform 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 for services provided 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 B – Detailed Budget, which is attached hereto and incorporated herein by reference.
- C. Scheduled Milestones. The CONTRACTOR shall be paid in accordance with milestones set forth in Exhibit C – Humboldt Wind LLC CUP EIR Schedule. CONTRACTOR and COUNTY will modify in writing the dates of deliverables described herein based on the date the application project description is submitted to CONTRACTOR.
- D. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

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

COUNTY: Planning and Building Department  
Attention: Paula Mushrush  
3015 H Street  
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms 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: Planning and Building  
Attention: John H. Ford  
3015 H Street  
Eureka, CA 95501  
[jford@co.humboldt.ca.us](mailto:jford@co.humboldt.ca.us)

CONTRACTOR: AECOM  
Attention: Petra Unger  
2020 L Street, Suite 440  
Sacramento, CA 95811  
[petra.unger@aecom.com](mailto:petra.unger@aecom.com)

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the 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 CONTRACTOR, and its subcontractors, related to the services provided hereunder, 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 final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies.

All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering 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 CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that 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 with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of



professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, 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 Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

13. DRUG-FREE WORKPLACE CERTIFICATION:

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

- A. Drug-Free Policy 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 the following:
1. The dangers of drug abuse in the workplace;

2. CONTRACTOR'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 pursuant to the terms and conditions of this Agreement will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.

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

#### 14. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, to the extent arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if 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 by CONTRACTOR hereunder.

#### 15. INSURANCE REQUIREMENTS:

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

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR 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 incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, 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, 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 CONTRACTOR may be exposed to liability: CONTRACTOR 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, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in

accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

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

COUNTY:            Planning and Building  
                         Attention: John H. Ford  
                         3015 H Street  
                         Eureka, CA 95501  
                         [jford@co.humboldt.ca.us](mailto:jford@co.humboldt.ca.us)

CONTRACTOR: AECOM  
                         Attention: Petra Unger  
                         2020 L Street, Suite 440  
                         Sacramento, CA 95811  
                         [petra.unger@aecom.com](mailto:petra.unger@aecom.com)

## 16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement 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 CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

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

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. 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.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR 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.

22. 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.

23. WAIVER OF DEFAULT:

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. 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 CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

24. 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.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement 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.

26. STANDARD OF PRACTICE:

CONTRACTOR 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. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. 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 CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

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

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director of Planning and Building.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

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

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. 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.

34. INTERPRETATION:

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

35. INDEPENDENT CONSTRUCTION:

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

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather,

acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRE AGREEMENT:

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

38. 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, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**AECOM, INC.:**

By: P. Unger  
Name: Petra Unger  
Title: Principal

Date: 5/29/18

By: Dennis Bane  
Name: DENNIS BANE  
Title: VICE PRESIDENT

Date: 5/29/18

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
John H. Ford  
Director Planning and Building

Date: \_\_\_\_\_

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: K. Burns  
Risk Management

Date: 6/11/18

**LIST OF EXHIBITS:**

- Exhibit A - Approach and Scope of Services
- Exhibit B - Detailed Budget

**EXHIBIT A**

**AECOM  
APPROACH SCOPE OF AND SERVICES**

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# Section 1. Approach and Scope

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## Project Understanding

### Proposed Wind Turbine Farm Facilities

Humboldt Wind, LLC (Humboldt Wind) has submitted a Conditional Use Permit (CUP) application to Humboldt County to construct and operate the Humboldt Wind Energy Project (project), a renewable energy generation project that would consist of between 45 and 70 wind turbines and associated facilities, with a generating capacity of approximately 135 megawatts (MW). The project would be constructed in unincorporated Humboldt County on privately owned lands located approximately 20 miles south of Eureka, to the north and south of an east-west segment of U.S. Highway 101 (U.S. 101), near the community of Scotia. Access to the proposed project from U.S. 101 would likely be via Shively Road to the north and Jordan Road to the south.

Other components of the proposed project include 5 meteorological towers, an off-site operations and maintenance building, and interconnecting road system, underground and overhead transmission lines to convey electricity, and a substation to feed the wind-generated electricity into the regional power grid. In addition to the wind turbines, the proposed project includes ancillary facilities, such as permanent and temporary access roads, lay-down areas, temporary batch plant(s), underground collector lines, an operations and maintenance facility, substation components, and a transmission line for project interconnection at the Pacific Gas & Electric (PG&E) Bridgeville Substation, located several miles northeast of the project site's eastern boundary. The total length of the transmission line, including an underground crossing of the Eel River, would be up to 30 miles. The project's interconnection at Bridgeville Substation would require the expansion of the substation by Humboldt Wind. This upgrade to the PG&E owned substation must be considered and analyzed as part of the environmental review. We understand that the project applicant aims to site roads and other facilities to avoid or minimize disturbance to known sensitive

resources, such as wetlands, cultural resources, or nesting raptors. Power generated by the proposed project would be fed into the Humboldt-Bridgeville circuit located approximately 27 miles from the project site.

### Environmental Compliance Requirements

The Project will require a conditional use permit from Humboldt County (County) and compliance with a wide variety of applicable local, State, and federal laws and regulations. Because the proposed project may result in impacts to federally and state listed-bird species, such as the marbled murrelet, and northern spotted owl, the project will require an Endangered Species Act (ESA) incidental take permit from the U.S. Fish and Wildlife Service (USFWS) and California Endangered Species Act Section 2080.1 concurrence or Section 2081 permit from the California Department of Fish and Wildlife (CDFW). Humboldt Wind will consult with the USFWS pursuant to Section 10 of the federal ESA and the project will require the preparation of a Habitat Conservation Plan (HCP). A variety of field investigations and studies collecting data on the distribution and abundance of bird and bat species at the project site are ongoing and will be available for inclusion in the environmental document. The proposed project is subject to state environmental review in the form of the California Environmental Quality Act (CEQA). As the lead agency under CEQA, Humboldt County has determined that an Environmental Impact Report (EIR) would be the appropriate document, and is seeking a consultant to prepare and assist with processing the environmental review. Compliance with federal environmental laws necessary to obtain an incidental take permit from USFWS would require compliance with the National Environmental Policy Act (NEPA) in the form of an Environmental Impact Statement (EIS). Humboldt County anticipates that the environmental review document may become a joint EIR/EIS at some point in the future, with the USFWS as the NEPA lead agency. However, for the purposes of the enclosed scope of work and cost estimate, an EIR is assumed.

Preparation of a joint document would require a scope and budget amendment.

The majority of the project area will be located on two prominent ridgelines that are located south and southeast of the town of Scotia. Monument Ridge is located south and west of U.S. 101 and the Eel River and Shively ridge is located north and east of U.S. 101 and the Eel River. The project area will include transmission interconnection lines along Monument Ridge and the length of Shively Ridge east to an existing electrical substation located in the town of Bridgeville. The project area consists primarily of managed timberlands that are dominated by redwood and Douglas-fir forests, with annual grassland, hardwood, and chaparral inclusions. Some areas of the project site are managed for cattle grazing and restricted under Land Conservation Contracts (Williamson Act). The overall topography is steep and ranges in elevation from approximately 100 to 2,800 feet. Wildlife known to frequent the area include hawks, bats, woodpeckers, jays, and other mammals. Federally threatened species, including the northern spotted owl and the marbled murrelet, are known to exist within the project area.

The project area is within the Bear River Band of the Wiyot's Tribe ancestral territory. Consultation with the Tribe, as well as with the Native American Heritage Commission, will be necessary to comply with AB 52 provisions requiring Humboldt County consider project impacts to Tribal Cultural Resources.

### Use of Existing Technical Studies

AECOM understands that technical studies are under preparation to support the CUP application. We assume that information contained in these reports will be available for the environmental analysis. The following technical studies and project supporting documents are being prepared:

- Cultural Sensitivity Analysis
- Class III Cultural Survey
- Cultural Resources Technical Report
- Visual Resources Technical Report
- Air Quality Technical Report
- Phase I Environmental Site Assessment
- Noise Technical Report
- Traffic Assessment Report
- Wetlands and Waters Delineation Report
- Eagle and Raptor Nest Report

- Biological Reconnaissance Field Survey
- Rare Plant Survey Technical Report
- Bat Assessment Report
- Bird Use Count Survey Report
- Eagle Use Survey Report

We assume that the visual resources report would include photo simulations that can be used to determine the proposed project's impact on visual and aesthetic resources, including indirect impacts on cultural landscapes that could potentially affect their eligibility for listing on the National Register of Historic Places.

### Approach

This work program addresses preparation of a standalone EIR in compliance with CEQA. The following work program would require modification if a joint EIR/EIS processes is pursued, if the project changes substantially, or if new scope issues arise during preparation of the EIR.

NEPA and CEQA are similar laws, both in intent and in the review process (the analyses, public engagement, and document preparation) that they dictate. Importantly, both statutes encourage a joint federal and State review, where a project requires both federal and State approvals. In such cases, a joint review process can avoid redundancy, improve efficiency and interagency cooperation, and be easier for applicants and citizens to navigate. It is AECOM's belief that a joint document would reduce the time needed to conduct the review process and better serve the agency decision makers.

Despite the similarities between NEPA and CEQA, there are differences that require careful coordination between the federal and State agencies responsible for complying with NEPA and CEQA. Conflict arising from these differences can create unnecessary delay, confusion, and legal vulnerability. Although EIRs and EISs are similar in content, procedure, and decision making, they also have their nuances.

For example, if separate CEQA and NEPA documents are prepared, construction and implementation of the proposed project will be limited in scope to the activities covered by the specific document. The project cannot be constructed or implemented without CEQA compliance. If CEQA compliance occurs faster than NEPA compliance, those portions of the project requiring federal discretionary approval, permits, and

authorizations cannot be implemented, which in the case of the project would limit project implementation (i.e., only components of the proposed project that do not have the potential to result in take of federally listed species, or cultural resources protection under Section 106 of the National Historic Preservation Act could proceed). Conversely, with only CEQA compliance, the project could obtain land use entitlements but would not be authorized to take any federally listed species. AECOM understands how to mesh CEQA and NEPA requirements into a joint EIR/EIS if this approach becomes necessary to meet schedule and permitting requirements. In fact, we have previously prepared a draft joint EIR/EIS for a wind resource project in Humboldt County, on Bear River Ridge. The project was not constructed, because the applicant withdrew their application.

The California Code of Regulations (CCR), Title 14, Div. 6, Ch. 3 (CEQA Guidelines) contains a separate section for projects that are also subject to NEPA. A project that is subject to CEQA will also be subject to NEPA when it is jointly carried out by a federal agency; requires a federal discretionary permit, entitlement, or authorization. In the case of the Humboldt Wind Energy Project, issuance of an incidental take permit under Section 10 of the ESA would trigger NEPA compliance. If potential impacts to federally protected wetlands would exceed 0.5 acres, NEPA compliance could also be required for issuance of a Clean Water Act Section 404 permit from the U.S. Army Corps of Engineers (USACE).

When a project is subject to both CEQA and NEPA, State and local agencies are encouraged to cooperate with federal agencies through such measures as joint planning, research, hearings, and preparation of environmental documents (14 CCR Section 15226). Under NEPA, federal agencies are directed to cooperate in fulfilling the requirements of State and local laws and ordinances where those requirements are in addition to, but not in conflict with, federal requirements, by preparing one document that complies with all applicable laws (40 C.F.R. § 1506.2[c]).

Like NEPA, CEQA encourages cooperation with federal agencies to reduce duplication in the CEQA process. State and local agencies are encouraged to use NEPA documents to replace CEQA documents if the NEPA process is proceeding faster than the CEQA process and the NEPA document complies with CEQA (14 CCR Section 15221). In fact, CEQA recommends

that lead agencies rely on a federal EIS "whenever possible," so long as the EIS satisfies the requirements of CEQA (Public Resources Code Section 21083.7). CEQA does not authorize state agencies to simply delay action until federal agencies complete the NEPA process. Rather, CEQA Guidelines Section 15223 provides that if a State agency knows that its authorization will be needed for a project undergoing federal environmental review, that agency "shall consult as soon as possible with the federal agency."

If Humboldt County finds that an EIS would not be prepared by the federal agency within the period in which the County needs to consider an EIR, Humboldt County should try to prepare a combined EIR/EIS to avoid the need for the federal agency to prepare a separate document for the same project.

## EIR scope of work

AECOM will prepare an Administrative Draft Environmental Impact Report (EIR) meeting content requirements outlined in Section 15120 through 15132 of the CEQA Guidelines, and process the EIR consistent with requirements outlined in Sections 15080 through 15097 of the CEQA Guidelines and Section 21002 of the Public Resources Code.

The EIR will contain maps, graphics, tables, and charts necessary to clearly depict the location and nature of environmental resources. Feasible mitigation measures for each significant impact will be identified. AECOM will consider the potential applicability of mitigating policies, standards, and implementation measures from the County's General Plan, some of which may need to be revised as mitigation that would apply to this project, based on their characteristics and context. Conclusions regarding the significance of each impact before and after mitigation will be presented. The conclusions will be presented in a form that can be easily incorporated into a Findings of Fact document.

The contents of the EIR are discussed below.

## Table of Contents

The EIR will include a Table of Contents that contains the following items:

- List of major sections and topical areas
- List of tables/exhibits
- List of technical appendices

## Executive Summary

Consistent with CEQA Guidelines Section 15123, a Summary will be provided that contains the following:

- Summary description of proposed project
- Proposed mitigation and alternatives to reduce or avoid each significant effect
- Areas of controversy raised by agencies and the public
- Issues to be resolved including choice among alternatives and (per CEQA) whether/how to mitigate significant effects
- Summary table listing impact conclusions, significance before and after mitigation, and list of mitigation measures

## Project Description

Based on materials prepared by the applicant, AECOM will prepare a project description for use in the EIR. The description will contain the information required under Section 15124 of the CEQA Guidelines including location; project objectives; and the technical, economic, and environmental characteristics of the project. In addition, the intended uses of the document will be described, including a list of discretionary actions requiring approval to implement the project; a list of agencies expected to use the EIR in their decision making process; and a list of consultation and public input requirements addressed through the EIR process.

- Given the importance of the project objectives in defining alternatives and supporting the eventual CEQA findings, we will work closely with the County to discuss a strategy for development of the project objectives, and to provide review and input on objectives developed by the applicant and the County.
- Describe project characteristics, including on- and off-site components; infrastructure support required to serve the project; timing, and any other information relevant to an understanding of the project.
- Construction and operation schedule and phasing.
- Describe the intended use and type of the EIR, as required by CEQA Guidelines Section 15124(d), including a list of responsible and other agencies expected to use the EIR in decision making and a list of approvals for which the EIR will be used.

- Describe the scope and focus of the EIR. The EIR will also include the Notice of Preparation (NOP) as an appendix and will provide a summary of NOP comments and how relevant environmental issues raised in these comments are addressed in the EIR.
- List standard terminology, acronyms, and abbreviations.

## Environmental Setting

CEQA requires a description of the physical environmental conditions in the vicinity of the project site at the time the NOP is issued (CEQA Guidelines Section 15125). Based in part on technical studies submitted by the applicant, this section will:

- Describe physical conditions in place at the time of NOP (by environmental topic)
- Describe regulations and laws applicable to the topic under review
- Serve as the "baseline" for assessing impacts
- Serve as the discussion of the No Project/Action (i.e., No Development) Alternative

## Environmental Impacts and Mitigation

We will identify and describe direct and reasonably foreseeable indirect significant effects of the project on the environment, giving due consideration to both the short-term and long-term effects. For each CEQA resource topic the analysis will include:

- Significance thresholds, based on Appendix G of the CEQA Guidelines, along with appropriate tailoring for local conditions and policy, and to suit this project.
- Description of approach and methodology to impact analysis.
- Evaluation of impacts against significance thresholds.
- Mitigation measures to avoid or reduce impacts to below significance, where feasible and available.
- Performance standards (as mitigation) to be incorporated into and adopted as part of the proposed project.
- A brief discussion identifying why the identified mitigation measures mitigate the impact to less-than-significant or why the impact is not mitigatable.

- Description of residual impacts following mitigation implementation.

Cumulative impacts will consider the incremental effects of the proposed project, when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. We will work with County staff to identify reasonably foreseeable projects at the time of NOP distribution within a defined study area.

### Alternatives

This section of the EIR will describe and evaluate a reasonable range of alternatives that would feasibly attain most of the basic objectives of the project, but would avoid or substantially lessen any of the significant effects of the project. The EIR will describe the rationale for selecting the alternatives to be discussed and will also identify any alternatives that were considered by the lead agency but were rejected as infeasible during the scoping process. The alternatives for consideration will be selected using the "rule of reason" that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. Given the nature of this project, we will rely on input from the applicant team and County to identify alternatives that would technically meet most of the basic project objectives.

The range of feasible alternatives will be selected and discussed in a manner to foster meaningful public participation and informed decision making. The project objectives (defined as a part of the project description) will inform the development of alternatives. In addition, AECOM will use input from the scoping process and the environmental analysis to help formulate the alternatives, along with information provided by the County. The information obtained will aid in the finalization of the project objectives, the required discussion of alternatives considered, and alternatives considered and rejected from further consideration.

### Other Mandated Sections

AECOM will prepare separate sections to cover the following mandated EIR issue areas:

- Growth-inducing impacts
- Significant irreversible and irretrievable commitment of resources

- Relationship between short-term use of the environment and maintenance and enhancement of long-term productivity
- Significant and unavoidable effects.

### Noticing Requirements

AECOM will follow all noticing requirements, as summarized below. In some instances, AECOM will be responsible for preparing particular notices and in others, we assume the County will be responsible for preparing and publishing the notices (if they choose). AECOM will work closely with the County to ensure that the proper notices are prepared and posted.

Public Notices
Notice of Preparation to prepare EIR: 30 days (certified mail to responsible agencies)
Notice of Completion/Notice of Availability of Draft EIR: 45 days-noticing involves one of the following: <ul style="list-style-type: none"> <li>• Publication in newspaper</li> <li>• Posting on/near property</li> <li>• Direct mail to adjacent owners</li> </ul>
Notice of Determination (EIR certified): <ul style="list-style-type: none"> <li>• County Clerk and State Office of Planning and Research</li> <li>• 30-day statute of limitations</li> </ul>

### OVERALL WORK PROGRAM

AECOM's proposed scope of work is organized into major tasks that can easily be converted to a schedule estimate (see Section 6).

### Task A: Project Initiation and Data Review

#### Purpose

To reach consensus on document review process, establish lines of communication, points of contact, format and content, strategy, and direction, including a thorough understanding of the proposed project.

#### Approach

1. Attend orientation meetings with Humboldt County and project applicant (AECOM project manager, CEQA lead, and one technical resource specialist, if necessary) to review the proposed scope of work and agree on the preferred direction of the CEQA strategies. Discuss and agree on document format

and content, roles and responsibilities, process, and schedule. Meetings are included under Task L.

2. Receive any additional existing and new reference and research materials related to the project, project site, and vicinity that were not received previously, including base maps (preferably in CADD or GIS), aerial photographs, and any additional environmental or engineering studies that have been completed since the RFP was issued; distribute, as appropriate, to project team members.
3. Discuss key issues that could present the need for data collection or updates or supplements to previous technical reports prepared by the project applicants. It is assumed that any supplemental technical information will be obtained by the applicant team.
4. Discuss process for the formulation of project alternatives.
5. Discuss content of the project description, to ensure that all parties are in agreement with the approach.
6. Prepare technical "sufficiency" review of the project applicant's technical studies. AECOM technical specialists will review all relevant technical studies prepared by the applicant's consultants for sufficiency to prepare a legally defensible EIR. Where technical data are not adequate to assess the project impacts, AECOM will prepare a "sufficiency" memo and submit it to the County/project applicant requesting that the project applicant's consultants provide supplemental technical information. It is assumed that AECOM will be able to obtain all supplemental information. If additional data collection are required and not supplied by the project applicant, AECOM can obtain it, but would require potential renegotiation of the scope of work.
7. Discuss protocol and procedure for receiving rights of entry for obtaining access to the site for reconnaissance surveys.

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#### TASK A: SUMMARY

- Products:**
- Meeting minutes and/or action items resulting from the orientation meeting
  - Sufficiency memo outlining areas where supplemental technical data are required by the project applicant's consultants
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**Meetings:** Orientation meeting with County, to be attended by project manager, CEQA lead, and one technical resource specialist, if necessary (see Task L)

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## Task B: Project Description and EIR Outline

### Purpose

To ensure agreement between all parties (County, project applicant, and the AECOM Team) on the project description and EIR outline and format.

### Approach

1. Prepare the project description chapter of the EIR. AECOM will provide a preliminary draft "Project Description" to the County and Applicant Team for review and comment. Two iterations of the draft Project Description will be prepared for internal review and comment prior to commencing the impact analysis.

AECOM will not initiate the impact analysis until the County and Project Applicant have approved the project description. We assume that the project engineer will provide a design at sufficient level of detail to support the project description. Although AECOM will not commence the impact analysis until a complete project description has been approved by the County, AECOM will commence work on the EIR that is not dependent on the project description or formulations of the alternatives (i.e., preparation of the "Affected Environment" section). Once the impact analysis is initiated, revisions to the project that result in substantial changes to the impact analysis will require a contract modification.

2. AECOM will attend monthly project coordination meetings discuss important topics to complete the EIR. Discussion items may include definition of the proposed action and alternatives; development of project purpose and objectives, definition the alternatives to the proposed action, and discussion the cumulative baseline, along with general issues related to project progress, schedule, and data needs. Meetings are included under Task L.
3. AECOM will meet with the County to define project alternatives. AECOM will assist in the development of screening criteria to select alternatives for evaluation in cooperation with the lead agencies, as applicable.



4. AECOM will track and coordinate project description information needs.
5. AECOM will provide the EIR outline and format example to the County to ensure that the EIR is structured to meet the County's obligations under CEQA; to support the County's consideration of necessary permits and other entitlements; and to support environmental determinations related to permits that would be required of other agencies.

**TASK B: SUMMARY**

- Products:**
- Two iterations of the draft project description
  - EIR outline and format example

**Meetings:** Attendance by project manager and CEQA lead at monthly project coordination meetings; we assume most meetings will be by conference call (see Task L)

**Task C: Scoping**

**Purpose**

To complete CEQA noticing requirements, and solicit input from regulatory agencies and the public to provide Humboldt County residents, agencies, and organizations with an early opportunity to voice their concerns and ensure that the environmental analysis addresses all relevant topics and issues.

**Approach**

1. AECOM will prepare a Notice of Preparation (NOP) for County review and comment; we assume the County will distribute the NOP and put a legal notice in a local newspaper; if desired, AECOM can file the NOP with the State Clearinghouse on behalf of the County
2. AECOM will assist the County in holding two scoping meetings for the project. We will help facilitate the meetings, including summarizing the environmental review process and describing the proposed project. We will provide up to three large-scale exhibits and a PowerPoint presentation, to graphically present the environmental review process and illustrate the project. AECOM will document and consider input provided by the public at the scoping meeting. We assume that the County will arrange for a court reporter, if desired. AECOM will summarize the information obtained during scoping in a scoping report. All comments

received in response to the NOP and the scoping meetings will be provided in an appendix to the EIR. We will notify the County if comments received during scoping require a revision to our scope of work.

**TASK C: SUMMARY**

- Products:**
- NOP
  - Presentation graphics and handout materials
  - Draft and Final scoping report

**Meetings:** Two scoping meetings (facilitation and attendance)

**Task D: Administrative Draft EIR**

**Purpose**

After the County has approved the CEQA approach and draft project description, AECOM will prepare an administrative draft EIR that analyzes potentially significant impacts associated with implementing the project. The document outline is described above under "Approach." Below is a summary of specific technical issues evaluated as part of the environmental review. We encourage an open discussion with the County prior to executing a contract to ensure that there is concurrence on our proposed approach.

**Approach**

**a. Aesthetics.** AECOM will evaluate the potential for the wind farm and associated infrastructure to affect views of expanses of open space that are currently seen from adjacent publicly accessible areas. Based on the ridge location, visibility from sensitive distant vista points will also be assessed (such as from Trinidad Head across Humboldt Bay) or from adjacent ridgelines. We will conduct a reconnaissance level site visit to evaluate the visual character of the project site and surrounding areas and to take photographs to be included in the EIR. AECOM assumes that the project applicant will prepare photo simulations for inclusion in the EIR as part of the Visual Resources Technical Report currently under preparation.

Based on field reconnaissance and the photo simulations, AECOM will evaluate changes in the visual character of the project study area from rural open space to a developed wind farm. Emphasis will be directed toward effects to scenic resources (riparian woodland, forest, drainages, trees, ridgelines etc.) that could potentially be damaged will be identified.

As part of the impact analysis, AECOM will evaluate the potential for lighted structures and traffic attributable by construction of the project to result in light and glare effects to residential properties that will be located within and adjacent (future) to the project study area. The potential for project lighting to increase ambient light levels causing diminished or obscured views of nighttime skies will also be analyzed. If available from the project applicant, lighting plans will be evaluated and means to reduce light and glare effects will be proposed, as necessary. If such plans are not available, AECOM will provide performance standards as mitigation to be incorporated into the EIR.

**b. Air Quality.** AECOM will characterize existing conditions in the project area by summarizing ambient air quality monitoring data from the nearest monitoring station(s) to the project site. The influence of area topography and meteorology on attainment of federal and California ambient air quality standards (AAQS) will be described and applicable air quality regulatory framework, standards, and significance thresholds will also be addressed.

The air quality impact analysis will include a general discussion of potential temporary, short-term (i.e., construction) air pollutant effects. Projected construction emissions will be estimated based on construction data (e.g., assumed duration of construction, project phasing, amount of land to be disturbed/graded, types of equipment to be used, number of construction employees) to be provided by the County or project applicant. Construction emissions of nitrogen oxide (NO<sub>x</sub>) and particulate matter less than 10 microns in diameter (PM<sub>10</sub>) will be assessed in compliance with the most recent North Coast Air Quality Management District (NCAQMD) guidelines and significance thresholds.

Long-term (i.e., operational) regional air pollutant emissions, including stationary, area, and mobile source emissions, will be assessed. Regional mobile source emissions will be estimated using the California Emissions Estimator Model (CalEEMod) and information from the applicant on construction and maintenance traffic. The modeled emissions will be assessed in compliance with the NCAQMD mass emission thresholds for ozone precursors. To determine compliance with the emission concentration and substantial contribution thresholds, operational emissions will be analyzed using the NCAQMD Guide to Air Quality Assessment and/or more detailed modeling. Emissions of potentially odorous and/or toxic

air contaminants and resultant impacts to nearby sensitive land uses will be qualitatively discussed.

Local mobile source carbon monoxide (CO) concentrations will be assessed using available screening techniques. We assume no dispersion modeling is needed.

Total regional operational emissions of criteria pollutants will be compared with applicable NCAQMD significance thresholds. For purposes of this scope, it is assumed that the proposed project would be consistent with the emissions budgets contained in regional air quality attainment plans and that consultation with NCAQMD staff will not be required. Mitigation measures will be included for any potentially significant or significant impacts.

**c. Agricultural and Timberland Resources.**

Agricultural resources on the project site and vicinity will be described based on soil types and land use designations from the County General Plan. The description of on-site soils will rely on designations provided by the Department of Conservation Farmland Mapping and Monitoring Program. The analysis will focus on impacts associated with the conversion of farmland, interference with activities within active Timber Production Zone, and the potential for the project to conflict with or induce conversion of other area agricultural uses.

**d. Biological Resources.** AECOM will analyze the impacts of project construction and operation on biological resources based largely on information from the applicant-prepared technical studies. These studies address the project area wetlands and other waters of the United States, special-status plant and wildlife species, including eagles and other raptors, and also provide information on bat, bird and eagle use of the project area. If necessary, AECOM will update the information in those studies with a search of statewide databases, including the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB), U.S. Fish and Wildlife Service (USFWS) online species lists, and the California Native Plant Society's (CNPS) Electronic Inventory of Rare and Endangered Plants of California for information on previously documented local occurrences of special-status plants.

An AECOM botanist familiar with the biological resources of Humboldt County and local wildlife biologist Sean McAllister will conduct a two-day reconnaissance-level survey of the project area. The

purpose of the site visit is to provide background information to characterize common and sensitive biological resources present in the project area, and to verify that the applicant-prepared studies are sufficient to support the impact analysis in the EIR. The potential for presence of any plant, animal, or habitat considered sensitive, threatened, endangered, or otherwise unique by the CDFW, USFWS, or CNPS will be evaluated during pre-field research and during the survey. Based on our knowledge of the project area, sensitive biological resources likely or known to occur on the project site include jurisdictional waters of the United States, including wetlands; special-status plant species, and special-status bird species. Wildlife species of particular concern in the project area include marbled murrelet, northern spotted owl, and golden eagle.

This scope of work assumes that the applicant-prepared biological studies for sensitive biological resources will be sufficient for the EIR impact analysis. If it is determined at a later date that focused surveys or additional field work should be conducted to provide essential information for the EIR analysis, the AECOM project team is prepared and qualified to conduct those studies under an amendment to this scope of work, upon the request by the County, if desired.

After completing the review of existing biological resources information and the reconnaissance surveys, AECOM biologists will prepare the biological resources chapter of the EIR. The section will provide a summary of biological resources on the project site, including descriptions of plant communities present and associated wildlife species, and sensitive biological resources known to or with the potential to occur in the project area. An exhibit will also be provided, depicting the locations of known occurrences of special-status species, areas of suitable habitat for special-status species, and sensitive habitats in the project area. A habitat/vegetation community map of the project area will also be included in the chapter.

The biological resources section will provide a regulatory setting element, summarizing all relevant federal, state, and local laws and regulations that apply to the protection of biological resources in the project area. This section will set the framework for analyzing potential impacts to biological resources. The regulatory setting section will define the thresholds of significance for impacts to biological resources based on State CEQA Guidelines and federal Endangered Species Act (ESA) compliance.

The biological resource section of the EIR will analyze all potentially significant direct, indirect, and cumulative impacts of the project and alternatives on biological resources. Construction impacts will be assessed and quantified by habitat type. To compare construction impacts of alternatives on biological resources, impact tables showing acreages of habitat type disturbed, and supporting habitat map overlays, will be prepared for each alternative. The analysis will evaluate the project's contribution to cumulative impacts on sensitive wildlife, including the local and regional golden eagle populations.

The biological resources impact section also will address potential operational impacts of the project on migratory and resident birds and bats, including northern spotted owl, marbled murrelet and golden eagles, in the context of the most current guidance from USFWS and CDFW for such analyses. The analysis will rely largely on the information from the applicant-prepared studies. AECOM assumes that the applicant-prepared studies of bird and bat use in the project area will provide information on species composition, abundance, seasonal occurrences, behavior, and flight altitudes to support the analysis of turbine collision susceptibility. The analysis will also draw upon existing fatality data from other wind energy projects to estimate potential mortality due to turbine collisions.

Feasible measures to avoid and/or minimize potentially significant impacts resulting from implementation of the project will be recommended in the EIR. Unavoidable adverse impacts will be identified, if applicable. Mitigation for construction impacts, and recommended operational monitoring and/or mitigation measures, will be developed in close consultation with the County and will reflect an understanding of guidance provided by the USFWS and CDFW.

Based on our experience with a previously proposed wind farm project in Humboldt County, we anticipate detailed input from USFWS and CDFW during scoping and up to two meetings with these agencies during preparation of the impact analysis. In addition, we anticipate that USFWS may become the NEPA lead agency for the project, once NEPA is initiated.

**e. Cultural Resources.** Assembly Bill 52 (AB 52) requires lead agencies to consider the impacts of proposed projects on Tribal Cultural Resources. We anticipate supporting the County with AB 52 compliance. In accordance with AB 52, AECOM will

initiate contact with the Native American Heritage Commission in Sacramento to request a search of the Sacred Lands Files and a list of Native American representatives and tribal organizations in the project area. Alternatively, the County may already have a list of tribes who have indicated they would like to be consulted regarding projects in the County. AECOM will assist the County in the contact of suggested individuals or organizations by letter with two follow-up phone calls, if necessary, to inquire about the presence of Tribal Cultural Resources. AECOM will also consult directly with the Bear River Band of the Wiyot Tribe within whose ancestral tribal lands the project is situated. AECOM anticipates two meetings exclusively with the Bear River Band regarding the project. The purpose of this consultation will be to solicit any information regarding sensitive cultural properties within and in the vicinity of the project and to document any concerns the Native American community may have. The results of this contact program will be incorporated into the EIR.

For the EIR, AECOM will rely on the applicant supplied technical reports to develop a complete cultural setting section and a concise description of potential project-related impacts on identified and undocumented cultural resources. Significance criteria and measures needed to avoid or reduce significant impacts to prehistoric, ethnographic, or historic-era resources and human remains in compliance with CEQA will be developed and included in the EIR. AECOM anticipates that cultural resources specialists will attend one public comment meeting prior to the approval of the final EIR.

**f. Geology, Soils, and Mineral Resources and Paleontological Resources.** AECOM will assess the potential for project impacts associated with soil and geological conditions at the project site. This section will focus on geotechnical hazards, seismicity of the area, potential for liquefaction and subsidence, the erodibility of the site's soils, soil stability characteristics, and shrink/swell potential of site soils, as applicable. AECOM will also assess potential impacts to economically valuable mineral resources that may be present at the project site. No fieldwork or geotechnical engineering analysis is included in this scope of work. Mitigation measures will be presented for any significant or potentially significant impacts based on readily available geotechnical and soils reports.

**g. Hydrology and Water Quality:** AECOM will prepare a hydrology, drainage, and water quality

impact assessment that focuses on five main water resource topics, including:

1. Short-term temporary construction-related effects on hydrology and water quality;
2. long-term operations-related water quality;
3. permanent changes to stormwater drainage and/or flooding;
4. operations-related impacts to groundwater conditions (assuming groundwater is used for project construction); and
5. cumulative on-site and off-site hydrology and water quality impacts.

The environmental setting will describe existing drainage and water quality conditions of the project study area based on existing information. Applicable federal, State, and local regulations for stormwater drainage, grading and erosion control, and other water quality protection procedures will be described, and where necessary, additional feasible mitigation measures will be identified if found to be necessary.

The impact analysis of hydrologic and water quality resource topics will generally be qualitative based on existing information; quantitative information and analyses will be provided where information is available. Specific water resources issues that are anticipated to be of interest to responsible agencies and other stakeholders will be addressed in the impact analysis and include, but are not limited to:

- Consistency with County NPDES Stormwater Management Program for stormwater drainage and water quality treatment;
- Off-site water quality effects associated with construction, including on sensitive aquatic resources such as salmonids;
- Water availability for construction; and
- The effect of impervious services on groundwater recharge.

**h. Land Use.** The land use analysis will assess the consistency of the project with adopted plans and policies aimed at reducing or eliminating environmental impacts, including consistency with the Humboldt County General Plan and Zoning Ordinance. Existing land uses in the immediate vicinity of the project will be described. Consistency with relevant plans is not necessarily a CEQA issue, but can provide helpful background in understanding how potentially significant effects could be mitigated through the implementation of relevant policies (*The Highway 68*

*Coalition v. County of Monterey, et al.* [6th Dist. 2017] Cal.App.5th). We assume no policy-by-policy analysis is necessary. Issues sometimes ascribed to "compatibility" will be addressed in other sections, as appropriate (light and glare, noise, biological resources etc.).

**i. Population, Employment, and Housing.** We assume a brief analysis describing direct and reasonably foreseeable indirect changes in population and housing during construction. Given the nature of the project, this section will be brief and we assume no significant effects.

**j. Utilities and Service Systems and Public Services.** The utilities and service systems section will address water supply (see Task F below), wastewater, electricity, natural gas, and communications. The public services section will address law enforcement, fire protection, and solid waste. Project-related demand for facilities and services will be estimated and compared against existing capacity and proposed future capacity associated with the project. Impacts related to utility expansions necessary to serve the project will be analyzed in the relevant environmental topic section (biological resources, cultural resources, etc.).

**k. Water Supply and Availability.** Water supply and availability will be incorporated into the "Utilities and Service Systems" section of the EIR. AECOM will prepare the water supply section of the EIR, which will evaluate the project's water supply demand against known available water supplies and will determine proposed environmental impacts associated with the provision of a reliable source of water to the project area. We anticipate analyzing direct impacts associated with the water supply infrastructure (batch plant(s) needed to construct the proposed project and associated road improvements.

**l. Hazards and Hazardous Materials.** AECOM will prepare a hazards and hazardous materials section for the EIR relying upon the Phase I Environmental Site Assessment to be supplied by the project applicant. Hazards discussed in this section will include the following:

- Hazards related to hazardous materials spills or releases. AECOM will summarize the review of the California Department of Toxic Substances Control's EnviroStor and State Water Resources Control Board's GeoTracker databases, to

determine whether the project area is listed as containing hazardous materials or wastes on a list of sites compiled pursuant to Section 65962.5 of the Government Code (Cortese List). AECOM will determine whether project construction and operation will emit hazardous emissions or handle hazardous materials.

- Hazards related to airport operations. AECOM will review proposed construction activities and the distance to the nearest airport, to ensure land use compatibility within the established compatibility zones. This section also will consider whether the project will interfere with visual or electronic communications and will be consistent with the height restriction standards and procedures set forth in Federal Aviation Regulations Part 77 to the extent required.
- Hazards related to high pressure oil and gas pipelines. AECOM will review Department of Oil and Gas records to identify the presence of wells in the project area and assess the locations of underground or aboveground pipelines that carry hazardous substances, extremely hazardous substances, hazardous wastes, natural gas, or high-pressure fluids.
- Hazards associated with wildland fire. The project area is located in a region considered to have potential for wildland fires, according to maps prepared by CAL FIRE. This section of the EIR will evaluate the potential for project construction and operation to create a wildland fire.
- Hazards created by project construction and operation that may result in interference with emergency response or evacuation plans. AECOM will review the County General Plan Safety Element and other regulatory documents to identify the location of evacuation routes and consider the potential for the project to create congestion or otherwise hinder emergency evacuations, particularly during construction, when transport of construction material and large turbine components may cause issues on local narrow County roads.

**m. Traffic and Transportation.** This section will summarize the findings of the applicant's Traffic Assessment Report. Based on this study, the EIR will summarize impacts related to construction traffic, maintenance related travel demand, hazards associated with the design and placement of site access, and emergency access, and conflicts with applicable policies related to transportation. Given the

nature of the project, we do not anticipate that there would be significant LOS effects and we assume County design standards would be incorporated into the project design to avoid hazards related to design features and to ensure appropriate emergency access.

**n. Noise.** AECOM will prepare a noise section for the EIR that relies upon the findings of an applicant supplied Noise Technical Report. The EIR section will describe the existing noise environment based on existing environmental documentation and on-site reconnaissance data. Nearby noise-sensitive receptors and existing noise sources will be identified and discussed. Short-term and long-term noise impacts will be assessed for the project. To assess potential temporary, short-term (i.e., construction) noise impacts, sensitive receptors and their relative exposure (considering topographic barriers and distance) will be identified. Noise levels of specific construction equipment will be determined, in consultation with the County, and resultant noise levels at those receptors (at given distances from the source) will be calculated. Predicted noise levels will be compared with applicable standards.

The assessment of long-term noise impacts will include an analysis of stationary source noise impacts associated with the project. This analysis will include an evaluation of the potential for proposed on-site noise-generating land uses to affect sensitive receptors, based on existing environmental documentation. Wind turbines can emit a low frequency noise that is easily perceived and is considered annoying. This can be because of perceived incongruence between the characteristics of wind turbine noise and the background sound. In addition, wind turbines are prominent objects whose rotational movements attract the eye. The multi-modal sensory effects or negative aesthetic response has been found to increase noise annoyance in scientific studies (Sahlgrenska Academy 2007).<sup>1</sup> Adverse reactions possibly can lead to stress-related symptoms because of prolonged physiological arousal. The potential for these effects will be considered and evaluated against applicable State and local standards. Mitigation measures will be developed for significant and potentially significant noise impacts.

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<sup>1</sup> Göteborg: Occupational and Environmental Medicine, Department of Public Health and Community Medicine, Institute of Medicine, The Sahlgrenska Academy, Göteborg University, 2007.

**o. Greenhouse Gas/Climate Change** This section will present a GHG analysis using information provided in the applicant supplied Air Quality Technical Report. AECOM will identify project construction and operational emissions estimated from the applicant's report and compare these emissions with recommended thresholds. This analysis also will consider the interim reduction targets for 2030, established by Senate Bill 32. The focus of this analysis will be on construction, as project operations will not generate a substantial number of vehicle trips, which are the biggest part of the State's GHG emissions inventory.

Wind power typically displaces generation from fossil fuel power plants, and as a direct result, reduces GHG emissions, other air pollutants, and other environmental impacts of fossil fuel consumption. Because of its low operating costs, wind typically is used to displace generation from the most expensive power plant to operate otherwise. The power plants being ramped down almost always are fossil-fired units because of their high fuel costs. The benefits associated with generating power using wind energy will be described qualitatively, and project operations will be evaluated against the plans and policies adopted to reduce emissions of GHG and the effects of climate change.

**p. Growth-Inducing Impacts.** In accordance with Section 15126.2(d) of the CEQA Guidelines, AECOM will prepare a chapter that evaluates the potential growth-inducing impacts of the project. Potential sources of growth inducement and their impacts, such as removal of obstacles to growth, will be analyzed qualitatively to the extent they are applicable. "Growth-Inducing Impacts" will be included as a separate section within Chapter 4 of the EIR, "Other Statutory Requirements."

**q. Irreversible and Irretrievable Commitment of Resources.** Irreversible and Irretrievable Commitment of Resources" will be included as a separate section within Chapter 4 of the EIR, "Other Statutory Requirements." If the document becomes a joint EIR/EIS, there are additional requirements for this topic, as NEPA requires that environmental analysis include identification of "...any irreversible and irretrievable commitments of resources which would be involved in the proposed action should it be implemented." Irreversible and irretrievable resource commitments are related to the use of nonrenewable resources and the effects this use could have on future generations. Irreversible effects primarily result from

the use or destruction of a specific resource (e.g., energy and minerals) that cannot be replaced within a reasonable timeframe. Irretrievable resource commitments involve the loss in value of an affected resource that cannot be restored as a result of the action (e.g., extinction of a threatened or endangered species or the disturbance of a cultural resource).

**r. Significant and Unavoidable Impacts.** AECOM will summarize significant and unavoidable adverse impacts associated with the project, consistent CEQA Guidelines Sections 15126.2(b) and (c). Included in the discussion will be any impacts that can be partially mitigated, but not to less than significant. Any mitigation measures eliminated from consideration because of new impacts associated with their implementation also will be discussed. "Unavoidable Adverse Effects" will be included as a separate section within Chapter 4 of the EIR, "Other Statutory Requirements."

**s. Cumulative Impacts.** AECOM will prepare a separate section consistent with Section 15130 of the CEQA Guidelines that defines what constitutes a cumulative impact under CEQA, provide a summary of the projects that are contributing to cumulative impacts, provides the cumulative context, and lists related projects. The cumulative context of related projects will be developed in consultation with County staff.

**t. Alternatives.** The EIR will include an analysis of a reasonable range of alternatives to the project that can reduce or avoid the significant impacts that may be identified. This chapter will include a comparative analysis of up to three alternatives to the project, including the "No Project" Alternative required by CEQA. Alternatives will be designed to eliminate, avoid, or substantially reduce one or more significant environmental impact of the project (see Section 15126.6 [a] of the State CEQA Guidelines). As provided under CEQA, the analysis of alternatives will be at a lesser level of detail than the analysis of the project. The project objectives (defined as a part of the project description) will inform development of alternatives. In addition, we will use input from the scoping process and the environmental analysis to help formulate the alternatives, as well as information provided by the County and applicant.

AECOM will lead the development of alternatives screening criteria that will be used to identify alternatives removed from further consideration and those to pursue in greater detail. Once defined and

approved by the County, AECOM will describe and analyze up to three alternatives in addition to the proposed projects:

- No Project/No Action (i.e., no development)
- Two other alternatives.

Included in the alternatives analysis will be consideration of an off-site alternative within Humboldt County. Screening level analysis of an off-site alternative would include database and record searches and review of aerial photography. Reconnaissance surveys will be conducted if the site is accessible. However, it is highly likely that AECOM will not have rights of entry and therefore, will perform reconnaissance surveys from nearby roadways, if possible. No field surveys are proposed for the screening level analysis. If additional surveying or technical studies are required, the scope of work would need to be adjusted accordingly.

The alternatives to the proposed project will be developed in consultation with the County, with input from the applicant team.

Changes to the proposed project, additional alternatives added, or substantive refinements to the alternatives as a result of the impact analysis will require a contract modification.

**u. Organizations and Persons Consulted.** The "Organizations and Persons Consulted" will constitute Chapter 5 of the EIR and will contain a list of all agencies, organizations, and persons consulted to prepare the EIR.

**v. Report Preparers.** The "Report Preparers" will constitute Chapter 6 of the EIR and will acknowledge all preparers of the EIR.

**w. References.** The "References" will constitute Chapter 7 of the EIR and will cite all documents, reports, data, and persons contacted to prepare the EIR.

**Monthly Coordination Meetings.** AECOM will participate in monthly project coordination meetings with the County during preparation of the administrative draft EIR to allow the County to provide input on the preliminary results of the administrative draft EIR analysis and guidance on critical issues that may require resolution during development of the administrative draft EIR.

AECOM will assemble the administrative draft EIR and conduct final quality assurance review. We will then submit the first administrative draft EIR to the County for review and comment.

#### **TASK D: SUMMARY**

**Products:** Administrative draft EIR/EIS in electronic format

**Meetings:** Monthly project coordination meetings on administrative draft EIR status meeting to be attended by the project manager and CEQA lead (by phone unless held in coordination with other site visits or agency meetings).

### **Task E: Screencheck Draft EIR**

#### **Purpose**

AECOM will prepare a screencheck draft EIR with tracked changes for easy reference to revisions.

#### **Approach**

During preparation of the screencheck Draft EIR, AECOM will:

1. Coordinate with County's staff, who will assemble County and applicant comments on, and suggested revisions to, the administrative draft EIR. One set of unified comments will be provided to AECOM.
2. Attend one meeting with County staff to discuss comments on the administrative draft EIR.
3. Complete revisions to the administrative draft EIR in accordance with review comments. The screencheck draft EIR will be submitted with changes to text made in redline/strikeout so that the County can easily track changes resulting from review comments.
4. Submit a screencheck draft EIR to the County for final review. Consistent with CEQA Guidelines Section 15123, an executive summary will be prepared and presented in the screen-check draft EIR that presents the significance conclusions of the EIR using clear and simple language easily understood by the public. A summary table will identify each impact presented in the analysis, identify the level of impact before mitigation, describe mitigation measures when applicable, and, for those impacts requiring mitigation, identify the level of impact following implementation of mitigation.

#### **TASK E: SUMMARY**

**Products:** Screencheck draft EIR (with tracked changes); electronic submittal

**Meetings:** One meeting to review comments on the first administrative draft EIR; to be attended by the project manager and CEQA lead

### **Task F: Public Draft EIR**

#### **Purpose**

To distribute a draft EIR for public review and comment.

#### **Approach**

In implementing this task, AECOM will:

1. Coordinate with County staff, who will assemble comments on, and suggested revisions to, the screen-check draft EIR. One set of unified comments from the County will be provided to AECOM.
2. Complete revisions to the screencheck draft EIR in accordance with review comments.
3. Reproduce the draft EIR for submittal to the County for distribution to the public. AECOM also will provide the County with an electronic copy of the draft EIR on CD for posting on the County's website.
4. Prepare Notice of Availability and Notice of Completion for review and comment by the County and submit Draft EIR and notices to the State Clearinghouse and all other appropriate recipients. PDF copies of all notices will be submitted to the County for posting on the County's website.

We assume that the County will advertise availability of the Draft EIR locally using newspaper notices.

#### **TASK F: SUMMARY**

**Products:**

- Twenty hard copies and 20 CDs with an electronic copy of the draft EIR
- Draft and final Notice of Availability and Notice of Completion
- PDF copies of notices for posting on the County's website



## Task G: Draft Final EIR and Responses to Comments

### Purpose

To prepare an administrative draft final EIR with written responses to comments received on the draft EIR that raise significant environmental issues and submit the document for County staff review after the close of the public comment period. The final EIR will incorporate the draft EIR by reference. It will document all changes made to the draft report, but it is assumed that the draft EIR will not be reproduced as part of the final report.

### Approach

Our team will:

1. Coordinate with County staff, who will assemble all public comments received on the draft EIR.
2. Attend one meeting with County staff to review written comments on the draft EIR and comments from public meetings and hearings, and develop a general framework and strategy for preparation of response to comments and receive input from the County on the contents of final EIR.
3. AECOM will review all comments received on the draft EIR and determine the level of effort required to respond to comments.
4. Submit the administrative final EIR with draft responses to comments, for County review. Responses that are within this scope and budget consist of explanations, elaborations, or clarifications of the data contained in the draft EIR. A reasonable budget of 120 hours of staff time has been assumed to prepare responses. However, as the County is aware, there is always uncertainty regarding the extent of the comments provided. We assume that only one administrative final EIR will be prepared.

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#### TASK G: SUMMARY

**Products:** Administrative draft final EIR; electronic submittal

**Meetings:** One review meeting with the County to be attended by the project manager and CEQA lead

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## Task H: Prepare Screen-Check Final EIR

### Purpose

To demonstrate that all changes and corrections required by the County have been made to the EIR and that the final EIR is ready for public release.

### Approach

AECOM will:

1. Coordinate with County staff, who will assemble County comments on, and suggested revisions to, the administrative final EIR. One set of unified comments will be provided to AECOM from the County/applicant.
2. Complete revisions to the administrative final EIR in accordance with review comments. 4. Submit a screen-check final EIR including draft Findings and SOC to the County for final review.

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#### TASK H: SUMMARY

**Products:** Screen-check final EIR; electronic submittal

**Meetings:** One administrative EIR review meeting to be attended by the project manager, if needed

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## Task I: Prepare Final EIR

### Purpose

To distribute a final EIR that responds to all significant environmental issues raised during the public review and comment period.

### Approach

1. Coordinate with County staff, who will assemble County/applicant comments on, and suggested revisions to, the screen-check final EIR. One set of unified comments will be provided to AECOM from the County.
2. Prepare draft CEQA Findings and Draft Statement of Overriding considerations (SOC) (if necessary) for County review, based on County-provided templates.
3. Prepare and reproduce the final EIR for submittal to the County. We assume the County will be responsible for distribution to affected agencies and the public. In addition, AECOM will provide the

County with a copy of the final EIR on CD in a format that the County can post on its website.

4. Prepare Notice of Determination and submit it to the State Clearinghouse. It is assumed that AECOM will prepare the draft and final notices and submit the notice to the State Clearinghouse for posting.
5. The final EIR will include a final Mitigation Monitoring Reporting Plan (MMRP) as an appendix. See Task K.

**TASK I: SUMMARY**

- Products:**
- Twenty-five copies and a version on CD that can be posted on the County's website.
  - Draft and final Notice of Determination
  - PDF copies of all notices for posting on the County's website

## Task J: Mitigation Monitoring and Reporting Program

### Purpose

To prepare an MMRP that complies with CEQA requirements and meets the County's needs, goals, and objectives.

### Approach

1. Prepare the draft MMRP concurrently with preparation of the final EIR. The MMRP will be designed to ensure compliance with adopted mitigation requirements during project implementation. In coordination with County and staff, AECOM will prepare the MMRP for mitigation measures that address significant impacts or are adopted as conditions of approval.
2. Design the program to fit into County format requirements and existing entitlement and project review processes. The MMRP is proposed to include the following components:
  - introduction and purpose of the program
  - roles and responsibilities
  - monitoring and reporting procedures
  - master mitigation matrix.

Coordinate with County staff to refine the MMRP content and format before preparing the draft MMRP.

3. After review and comment on the draft MMRP (during review and comment on the draft EIR),

revise the MMRP according to the comments provided and submit the final MMRP as part of the final EIR.

**TASK J: SUMMARY**

- Products:**
- Revised draft MMRP
  - Final MMRP, to be provided as an appendix to the final EIR

## Task K: Public Hearings

### Approach

1. Attend one public hearing on the draft EIR and one on the final EIR certification/project decision. For purposes of this work program and cost estimate, it is assumed that the project manager and CEQA lead will attend the hearings.
2. Prepare presentation graphics and handout materials regarding the EIR process and findings, if needed.
3. Additional meetings can be attended on a time-and-materials basis, if needed.

**TASK K: SUMMARY**

- Products:** Presentation graphics and handout materials
- Meetings:** Two public hearings to be attended by the project manager and CEQA lead

## TASK L: Project Management and Meetings

### Purpose

To ensure smooth processing of the CEQA review process, maintain schedule integrity, and assist the County in the coordination and facilitation process.

### Approach

1. Participate in monthly project coordination meetings with County (up to 15).
2. AECOM's project manager and CEQA lead will participate in monthly project coordination meetings/conference calls with County staff.
3. Attend up to two coordination meetings with the resource agencies (CDFW, USFWS) to discuss analysis approach for listed species.
4. An AECOM botanist/wetland ecologist and wildlife biologist will be available to attend up to two project team meetings, as necessary, to address

potential effects on biological resources resulting from project implementation.

5. Attend to details regarding EIR preparation and compliance with CEQA.
6. Coordinate with County and applicable regulatory agencies to satisfy agency scrutiny.
7. Meeting scheduling, facilitation, preparation, and minutes, as requested by the County.
8. Budget and schedule tracking.
9. Project progress reports.
10. Day-to-day point of contact and internal/subconsultant team coordination.
11. Coordinate information needs, data tracking, etc. with the County and Applicant Team.

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**TASK L: SUMMARY**

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**Products:** A comprehensive and legally defensible EIR; good understanding of the proposed project and environmental protection measures; and good relations and understanding with the County, and regulatory agencies.

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**Meetings:**

- Up to 15 monthly project coordination meetings with County ; conference call, unless the coincide with other onsite meetings
- Two biological resources coordination meetings with County, and/or other resource agencies to be attended by the technical specialist, technical lead, and the project manager
- Two meetings with resource agency staff

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**EXHIBIT B**

**AECOM  
DETAILED BUDGET**

Humboldt Wind Project EIR  
AECOM COST ESTIMATE

2/21/2018

Task No.	TASKS	Rate/Hour	Project Manager Unger \$225	CEQA Lead Koch \$150	Sr Wildlife Sanders \$175	Sr Wildlife McAllister \$100	Biologist Brilante \$110	Sr. Regulatory Tremain \$180	Sr. Planner Aesthetics King \$170	Sr Archaeol Deis \$140	Archeol Kubal \$110	Archeol/ Arch Hist C. Miller \$90	Env Plan Water N. Smith \$135	Geologist Haz Hutto \$95	Sr AQ/GHG Paukovits \$130	AQ/GHG Analyst Pena \$80	Noise/ Vib/Traffic Mahmodi \$100	Env Planner J. King \$105	Env Analyst Freitas \$90	Env Analyst Kochar \$85	Editor Staff \$95	GIS Staff \$90	Project Support Staff \$80	Graphics Staff \$95	Word Proc Staff \$95	Total Hours	Total Dollars	
A	Project Initiation and Data Review		4	4	8	8	8	4	4	4		4	4	4	4		8			8		4				80	\$10,100	
B	Project Description and EIR Outline		8	24	8	8		2	2	4				4	4			8	8		8	4		4	4	104	\$13,560	
C	Scoping (2 public meetings and NOP)		24	24																	4	4		8	4	68	\$10,860	
D	Administrative Draft EIR																											
	Introduction		2	4														6			2					2	16	\$2,060
	Executive Summary		4	8															12		12	4				4	44	\$5,140
	Project Description		16	24															24		24	8	8		8	4	116	\$14,380
	Environmental Settings, Impacts, Mitigation																											
	a. Aesthetics		2	4					16												40	4	8		4	2	80	\$8,840
	b. Agriculture and Forestry Resources		2	4																	2	6		2	2	50	\$5,520	
	c. Air Quality		2	4																	2	6		2	2	90	\$8,890	
	d. Biological Resources		12	8	40	60	120	36							16	80					32			2	6	324	\$40,260	
	e. Cultural Resources		2	4						8	32	32									4	8		2	2	94	\$10,050	
	f. Geology and Soils		2	4																	2	6		2	2	86	\$8,940	
	g. GHG Emissions		2	8									8	60	16	50					4	6		2	2	84	\$8,490	
	h. Hazards & Hazardous Materials		2	4																	2			2	2	70	\$7,450	
	i. Hydrology & Water Quality		2	8									8	50							4	2		2	2	80	\$10,890	
	j. Land Use & Planning		2	8									80								16			2	2	76	\$7,660	
	k. Mineral Resources		2	8																	40	2	4	2	2	70	\$7,400	
	l. Noise		2	8										40							8			2	2	82	\$8,790	
	m. Population & Housing		2	4																	2			2	2	52	\$5,220	
	n. Public Services		2	6																	16	40		2	8	2	78	\$7,920
	o. Recreation		2	4																		30		2	2	42	\$4,320	
	p. Transportation/Traffic		2	8																	60			2	2	76	\$8,220	
	q. Utilities and Service Systems		2	6																	40			2	2	54	\$6,120	
	Cumulative Impacts		8	16	16	8	4	4	4	4		4	4								32			4	4	4	120	\$15,880
	Other Chapters (e.g., Growth-Inducing Impacts, Significant & Unavoidable Impacts)		4	8																	24			2	2	44	\$5,360	
	Alternatives		16	32	4	8	16		8	8		8	8		8						24		4	4	4	4	156	\$21,000
	QA/QC & Compile ADEIR Document		24																							8	36	\$6,540
	Subtotal for Task 4		118	192	60	76	140	40	28	20	32	44	88	150	40	110	120	234	116	116	84	96	0	60	62	2,020	\$234,960	
E	Screencheck Draft EIR		8	12	8	4			4			4	4		4		8		8		8	4		4	6	88	\$11,280	
F	Public Draft EIR		4	6																	16	4	2	2	6	40	\$4,480	
G	Draft Final EIR/Response to Comments		8	24	16	12			8			4	4		4		4				32	8				4	128	\$16,440
H	Screencheck Draft FEIR		4	8	4	4															16	6				2	46	\$5,510
J	Final EIR, including Written Findings and Statement of Overriding Considerations (if needed)		8	16																	16	4				2	46	\$6,130
J	Mitigation Monitoring & Reporting Program (MMRP)		2	2	4	4															16	4				2	34	\$3,780
K	Attend Public Hearings (2)		24	24	24																						72	\$13,200
L	Project Management and Meetings		100	80	50	8	24																				312	\$50,890
	Total Labor Hours		312	416	182	124	172	46	46	28	32	66	100	168	56	110	144	242	126	220	130	114	50	78	96	3,038		
	Total Direct Labor Dollars		\$70,200	\$62,400	\$31,850	\$12,400	\$18,920	\$7,360	\$7,820	\$3,920	\$3,620	\$5,040	\$13,500	\$15,010	\$7,280	\$8,800	\$14,400	\$25,410	\$11,340	\$18,700	\$12,350	\$10,260	\$4,000	\$7,410	\$9,120		\$381,010	

OTHER DIRECT COSTS		
Printing		
Final NOP (electronic)		\$0
Admin Draft EIR (electronic)		\$0
Screencheck Draft EIR (electronic)		\$0
Public Draft EIR (20 hard copies, 20 CDs)		\$1,500
Admin Final EIR (electronic)		\$0
Screencheck FEIR (electronic)		\$0
Final EIR (20 hard copies, 20 CDs)		\$800
Draft MMRP (electronic)		\$0
Final MMRP (electronic)		\$0
Subtotal Printing		\$2,300
Other Reproduction		
Mileage/Vehicle Rental/Fuel/Per Diem		\$250
Maps/Supplies		\$350
Postage/Delivery		\$400
Total Other Direct Costs		\$17,300
<b>TOTAL ESTIMATED COST</b>		<b>\$398,310</b>

**EXHIBIT C**

**AECOM  
HUMBOLDT WIND LLC CUP EIR SCHEDULE**

**Humboldt Wind LLC CUP EIR Schedule**

	2018												2019				
	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July
Notice to Proceed/Executed Contract		●															
Project Initiation and Data Review		■															
Project Description and EIR Outline		▼															
Scoping		◆															
Administrative draft EIR/EIS to County			■	■	■	■	■	■	▼								
County comments to AECOM							■	■									
Second administrative draft EIR to County							■	■	▼								
County comments to AECOM								■	■								
Screen-check draft EIR to County								■	▼								
County comments to AECOM									■	■							
Draft EIR released, Notice of Availability filed									▼								
Draft EIR public hearing held									◆	■	■						
Administrative final EIR to County											■	■	■	■	■	■	▼
County comments to AECOM													■	■			
Screen-check final EIR to County														■	■	▼	
County comments to AECOM															■	■	
Final EIR Published																	■
Final EIR public hearing, EIR certification																	■
Notice of Determination filed																	■

LEGEND \* Assumes executed contract and start date of April 1, 2018

- AECOM Work
- County Review
- Public Review
- ▼ Deliverable
- Project Initiation, Management Meeting, or Conference Call
- ◆ Public Meeting