



AGENDA ITEM NO.

C-16

# COUNTY OF HUMBOLDT

For the meeting of June 14, 2016

Date: June 3, 2016

To: Board of Supervisors

From: Rob Wall, Interim Director of Planning and Building Department

Subject: Authorization to sign Agreement with Environmental Science Associates (ESA) for Consultant Services for the Revised Transportation, Noise, Air Quality and Greenhouse Gas Emissions Sections of the General Plan Update Draft Environmental Impact Report as included in 2016/17 Budget.

### RECOMMENDATIONS:

That the Board of Supervisors:

1. Receive the staff report, and
2. Authorize the Chairperson of the Humboldt County Board of Supervisors to execute the attached Agreement between the County of Humboldt (County), and Environmental Science Associates (ESA) (Consultant) for Preparation of Revised Transportation, Noise, Air Quality and Greenhouse Gas Emissions Sections of the Draft Environmental Impact Report (DEIR)(Attachment 1).

**SOURCE OF FUNDING:** Budget 1100-282. This item has been included in the 2016/17 budget.

**DISCUSSION:** On February 1, 2016 the Board of Supervisors directed the Planning Division to move forward with the following revisions to the Draft Environmental Impact Report (DEIR) to address comments received on the 2012 DEIR:

Prepared by: Michael Richardson  
 Michael Richardson, Acting Supervising Planner

CAO Approval: Cheryl D. Meyer

REVIEW: Auditor MSM County Counsel JWB Human Resources \_\_\_\_\_ Other \_\_\_\_\_

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

PREVIOUS ACTION/REFERRAL:  
 Board Orders No. C-1

Meetings of: beginning June 12, 2012, and continuing through December 14, 2015

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

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

Dated: June 14, 2016  
 By: Kathy Hayes  
 Kathy Hayes, Clerk of the Board

- Update traffic modeling and transportation impact analysis
  - The DEIR uses 2002 baseline information that generalized land use mapping information.
- Add noise level information and analysis for major noise sources
  - Noise levels associated with major roads should be calculated and mapped
- Add quantitative air quality analysis
  - Air quality analysis not quantitative
- Update Greenhouse Gas (GHG) Emission data and analysis
  - More recent information regarding GHG emissions is available and should be incorporated and analyzed in the DEIR
- Expand the Alternatives Analysis to reflect best practices used in comparable General Plan EIR's.

Updating the traffic, noise, air quality and GHG analysis will require the use of consultants because the work involves the performance of professional, expert and technical services of a temporary and occasional character, and the Department has no employees available to perform such services and is unable to timely hire employees for the work.

A Request for Proposals for the work was circulated in April in coordination with the Purchasing Department. The deadline for submissions was May 19, 2016, and the only proposal received by the County prior to the deadline is the one from ESA.

**FINANCIAL IMPACT:** The Contract is for \$154,610. The cost of the DEIR preparation, including consultant work is included in the Planning and Building Department, Advance Planning Division's FY2016/17 budget.

This supports the Boards Strategic Framework by pro-actively evaluating the environmental effects of the revised General Plan to ensure that it meets laws and regulations.

**OTHER AGENCY INVOLVEMENT:** The General Plan Update program has been a multi-year project. Multiple agencies have been involved in the review and preparation of the Planning Commission approved Draft General Plan. The Department has been in communication with County Counsel, Purchasing and the County Administrator's office on the transmittal of these draft documents.

**ALTERNATIVES TO STAFF RECOMMENDATIONS:** Board's discretion.

**ATTACHMENTS:**

- Attachment 1:     Agreement for Consulting Services  
                       Exhibit A   Scope of Work  
                       Exhibit B   Schedule of Work

**Attachment 1**

Agreement for Consulting Services

## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is entered into this 14<sup>th</sup> day of June, 2016 at Eureka, California, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and **Environmental Science Associates**, a California Corporation (hereinafter referred to as "CONSULTANT").

### RECITALS

A. The COUNTY has allocated funds for preparation of the General Plan Update and its Environmental Impact Report. In completing the Revised General Plan Update Draft Environmental Impact Report, the COUNTY desires to contract for services for the following task: prepare updated transportation, noise impact, air quality and greenhouse gas emissions sections of the Revised Draft Environmental Impact Report for the Humboldt County General Plan Update (GPU).

B. Such work involves the performance of professional, expert and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to timely hire employees for the performance thereof. CONSULTANT warrants that it is willing to perform the work provided for in this agreement and that they are willing to perform such work under the terms and conditions set forth in this agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

**1. DURATION OF AGREEMENT**

This agreement shall commence on the effective date and shall continue in effect for six (6) months, or until all services have been completed and payment therefore made in full, whichever is first, unless sooner terminated pursuant to this agreement, but no later than the 30th day of December, 2016.

**2. OBLIGATIONS OF COUNTY**

A. COUNTY shall confer with CONSULTANT as appropriate, promptly provide access to or loan of any relevant data, reports, maps, or other information in the COUNTY'S possession as reasonably requested by CONSULTANT.

B. Compensation. Compensation for services rendered under this agreement shall be based on time and materials. CONSULTANT will submit an itemized invoice of hours worked on each task (see Scope of Work - Exhibit A) to the Humboldt County Planning Division. Payment for work will be made within thirty-five (35) days of receipt of invoice. CONSULTANT

agrees that the maximum possible compensation for services performed and reimbursement of costs incurred under this contract shall not exceed a total sum of ONE HUNDRED FIFTY FOUR THOUSAND, SIX HUNDRED AND TEN DOLLARS (\$154,610), unless specifically authorized in writing by COUNTY. CONSULTANT agrees to perform all services and incur all costs required by this agreement for an amount not to exceed such maximum dollar amount. It is understood by both parties that the COUNTY is not obligated under any circumstances to compensate and/or reimburse the CONSULTANT for any amount in excess of ONE HUNDRED FIFTY FOUR THOUSAND, SIX HUNDRED AND TEN DOLLARS (\$154,610), the statutory monetary limitation of the Agreement.

**3. OBLIGATIONS OF CONSULTANT**

A. CONSULTANT will provide to COUNTY in a timely manner the services required by this agreement as detailed in Exhibit "A" according to the schedule in Exhibit "B".

B. CONSULTANT shall confer with the appropriate representative of the Humboldt County Planning Division, as designated by the Planning Director, as may be necessary and appropriate to provide the services and prepare reports described more fully in the Scope of Work – Exhibit A. Any reports or products must be submitted in draft to COUNTY by CONSULTANT prior to submitting final documents.

C. CONSULTANT responsibilities under this agreement shall not be deemed to have been completed until accepted by the COUNTY in writing.

**4. OFFICE AND MATERIALS**

CONSULTANT shall furnish all materials, equipment, offices, furnishings, and travel expenses, including meals and lodging, expended by CONSULTANT and necessary to the performance of this agreement.

**5. WORK PRODUCTS**

All reports, plans, specifications, field data, field notes, calculations, estimates and other similar documents, and work products prepared pursuant to this Agreement shall be the property of COUNTY. The COUNTY shall have unlimited rights to copy, reproduce, excerpt, and cite any and all portions of all reports, plans, specifications, field data, field notes, calculations, estimates and other similar documents, and work products prepared pursuant to this Agreement. COUNTY agrees that use of CONSULTANT's completed work product for purposes other than that identified in this Agreement, or use of incomplete work product, is at COUNTY's own risk.

**6. COUNTY RELIANCE**

Services performed by CONSULTANT under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

**7. CONFLICT OF INTEREST**

Consultant warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

**B. TERMINATION**

**A. FOR NON-PERFORMANCE**

Time is of the essence in the performance of this contract. In the event that CONSULTANT is unable to complete the work under this Agreement in an expeditious and timely manner, as set forth herein, COUNTY may, upon ten (10) days written notice, terminate this Agreement and pay only for services rendered as of the date when termination is effective.

Said notice may be given by delivering a copy of said notice to CONSULTANT personally, or by mailing a copy of said notice to CONSULTANT. Termination shall be deemed effective five (5) days after mailing of said notice or, if notice is given by personal delivery, upon delivery of said notice to CONSULTANT.

**B. FOR DEFAULT**

If the CONSULTANT fails to perform in the manner called for in the contract, or if the CONSULTANT fails to comply with any other provisions of the contract, COUNTY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The CONSULTANT shall have 7 days from receipt of notice of termination to remedy the elements of the default identified by COUNTY in the notice of termination, and if so remedied, will no longer be deemed in default. If the CONSULTANT fails to remedy the default, The CONSULTANT will only be paid for all work performed to the date of termination as calculated by COUNTY based on Section 8. A., above, provided that such compensation shall not in any case exceed the maximum sum set forth in Section 2. B. (Compensation) of this Agreement.

**9. COUNTY OF HUMBOLDT INSURANCE REQUIREMENTS**

**A. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONSULTANT is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.**

B. Without limiting CONSULTANT's indemnification provided herein, CONSULTANT shall and shall require any of its sub-consultants to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONSULTANT, its agents, employees or sub-consultants:

a) 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 \$1,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be \$2,000,000. Said policy shall contain, or be endorsed with, the following provisions:

- (1) The COUNTY, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, agents, and employees.
- (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) from CONSULTANT to COUNTY by certified mail.
- (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 project, the CONSULTANT's insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the County are excess to CONSULTANT's insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the parties,

including breach of warranties, shall not affect coverage provided to COUNTY, its officers, employees, and agents.

- b) Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$500,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to COUNTY by certified mail.
- c) Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation in favor of COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.
- d) Professional liability insurance/errors and omission coverage in an amount no less than \$1,000,000 combined single limit (CSL). If insurance is written on a claim made basis, Consultant agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.
- e) CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY shall notify CONSULTANT in writing and CONSULTANT shall have thirty (30) days from the date of written notification to cure such lapse to CONSULTANT's reasonable satisfaction. If CONSULTANT does not cure such lapse, COUNTY may, in addition to other remedies under this Agreement, suspend or terminate this Agreement. All coverages shall be with insurance carriers licensed and admitted to do business in California. All coverages shall be with insurance carriers acceptable to County.



**10. HOLD HARMLESS/INDEMNIFICATION CLAUSE**

- A. Pursuant to Government Code section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its own willful misconduct or negligent acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.
- B. Acceptance of insurance required by this Agreement does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to such damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

**11. INDEPENDENT CONTRACTOR**

In performance of the obligations set forth in this agreement, CONSULTANT will be acting as an independent contractor and shall in no sense be considered a partner, agent, or employee of COUNTY.

**12. NOTICE**

Whenever it is provided in this agreement that COUNTY shall give written notice to CONSULTANT, said notice may be given by delivering a copy of said notice to CONSULTANT personally, or by mailing (return receipt requested) a copy of said notice to CONSULTANT at the following addresses:

A. Address for CONSULTANT:

Environmental Science Consultants  
2600 Capitol Avenue, Suite 200  
Sacramento, CA 95816  
t: (916) 564-4800  
f: (916) 564-4801  
Contact: Daniel Dameron  
[ddameron@esassoc.com](mailto:ddameron@esassoc.com)

Whenever it is provided in this agreement that CONSULTANT shall give written notice to COUNTY, said notice may be given by delivering a copy of said notice to COUNTY personally, or by mailing (return receipt requested) a copy of said notice to COUNTY at the following address:

B. Address for COUNTY:

Michael Richardson, Acting Supervising Planner  
Planning Division  
Humboldt County Planning and Building Department  
3015 H Street  
Eureka, CA 95501

**13. COMPLIANCE WITH LAW**

CONSULTANT agrees that in performing services under this contract, CONSULTANT shall comply with all federal, state and local laws affecting the services covered by this contract.

**14. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE**

CONSULTANT certifies by its signature below that CONSULTANT or CONSULTANT'S agents, representatives, employees, contractors and subcontractors are not a Nuclear Weapons contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it or CONSULTANT'S agents, representatives, employees, contractors and subcontractors becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this agreement if it determines that the foregoing certification is false or if CONSULTANT or CONSULTANT'S agents, representatives, employees, contractors and subcontractors becomes a nuclear weapons contractor.

**15. AMERICANS WITH DISABILITIES ACT COMPLIANCE**

CONSULTANT agrees to comply with all local, state and federal laws and regulations, including but not limited to the Americans With Disabilities Act in association with the services covered by this contract. CONSULTANT further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

**16. GENERAL PROVISIONS**

(a) CONSULTANT shall not assign or otherwise transfer his duties, obligations, or interest under this agreement without the prior written consent of COUNTY. Any attempted assignment or transfer without such consent shall be void.

(b) Subject to any provisions concerning assignment, all terms and conditions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties thereto and their respective legal representatives, successors and assigns.

(c) The failure of COUNTY at any time to require performance by CONSULTANT of any

of the provisions of this agreement, shall in no way affect the right of COUNTY thereafter to enforce same nor shall waiver by COUNTY of any breach of any of the provisions under this agreement be taken or held to be a waiver of any succeeding breach of this agreement.

(d) This agreement contains the entire agreement of the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

(e) No amendment of this agreement shall be valid unless made in writing and signed by the parties.

(f) Any action to enforce this agreement shall be governed by the laws of the State of California, and shall be tried in a Court of competent jurisdiction in the County of Humboldt, State of California; and the parties hereby waive all provisions of law providing for a change of venue to any other county or state. Prior to Court action, both parties agree to pursue mediation as a means to settle any dispute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above by their duly authorized representatives, having full authority to so act for and on behalf of the parties hereto.

BY:

CHAIRMAN, BOARD OF SUPERVISORS

COUNTY OF HUMBOLDT,

STATE OF CALIFORNIA

COUNTY COUNSEL:

BY:   
TITLE: County Counsel  
DEPUTY

CONSULTANT:  
BY:   
TITLE: DIRECTOR

APPROVED FOR INSURANCE REQUIREMENTS

BY:   
RISK MANAGER

APPROVED AS TO FORM:

BY:   
AUDITOR

## EXHIBIT A: SCOPE OF WORK

ESA understands that the County of Humboldt (County) requires the services of a qualified consultant to revise and update specific sections of the County's previously circulated 2012 Draft Environmental Impact Report (EIR) for its General Plan Update (GPU). The specific EIR sections to be updated by the selected consultant include air quality and greenhouse gas (GHG) emissions, noise, and transportation. Based on conversations with County staff, it assumed that staff will revise the remaining EIR sections.

The GPU has been the subject of extensive public comment and revision since the Draft EIR was circulated in 2012. The recirculated EIR will need to analyze the changes that have occurred within the GPU since 2012, as well as incorporate any changes to relevant regulations and best professional practices that have taken place since the Draft EIR was originally released. The recirculated Draft EIR will also need to integrate revised data that will be generated from updated model runs for trip generation rates and associated emissions calculations. The ultimate goal of these efforts will be to provide the County with an accurate and defensible set of mitigations and conclusions for these critical sections of the recirculated EIR.

Since ESA's efforts will be directed towards several specific technical issues rather than a comprehensive EIR, a very high degree of focus will be afforded. ESA has reviewed the 2012 Draft EIR, as well as the updated GPU documents. The

existing EIR sections will provide the foundation for ESA's work, and ESA will not be starting from scratch as it begins its efforts. As such, we foresee a streamlined approach, wherein the existing sections will be modified to reflect the changes that have occurred since the 2012 EIR was circulated, updated data will be integrated, and each section will be "refreshed" to incorporate the latest regulatory requirements and best practices. This is particularly advantageous considering what we assume to be the County's desire to move forward quickly and efficiently. Our scope of work has been prepared accordingly.

### Task 1. Project Initiation

While ESA's scope with respect to the entire EIR is relatively narrow, we still believe that a kick-off meeting with County staff will be vital to getting ESA's work off to a solid start. We will confirm the latest details of the GPU, identify key contacts, discuss scheduling targets, and obtain copies of relevant documents and other information. Our experience has shown that a comprehensive kickoff meeting is an effective and efficient way to promote a consistent understanding of the project, share information, identify potential issues, and confirm expectations of schedule, deliverables, and review procedures. The critical takeaway from the meeting should be a firm understanding of precisely what ESA and its transportation subconsultant will be analyzing.

We recommend that the meeting be attended by appropriate County staff members, particularly planning and transportation representatives. On the ESA side, we propose attendance by the ESA project manager and ESA's transportation subconsultant, TJKM. Following the meeting, ESA will prepare an information request memo that outlines any outstanding information needs.

## Task 2. Administrative Draft EIR Section Compilation

The transportation analysis prepared by TJKM will form the basis for all of the other analysis for which ESA will be responsible. As such, that is the first task presented below.

We have noted that the 2012 Draft EIR combined air quality and GHG into a single section, and we have assumed that this will remain the case for the recirculated EIR, and we will integrate the findings of both issues into a single EIR section. For purposes of clarity, however, we have presented the two issues separately in the scope below.

### Task 2A. Transportation (TJKM)

TJKM will prepare an update of the existing Transportation section (Section 3.5) of the most recent version of the DEIR to analyze the May 6, 2013 (or more recent version) of the Part 2, Chapter 7 Circulation Element of the GPU. TJKM conducted the earlier technical studies in 2009 and 2010. Since then, the model utilized by TJKM has been updated. The newest version of the model will be utilized by TJKM. Proposed tasks are as follows:

**Obtain and Review all Materials:** TJKM will assemble all relevant transportation materials for this project. They will include but not be limited to:

- The most recent versions of the land use and circulation sections of the GPU;

- The most recent versions of the land use and circulations sections of the GPU EIR;
- Other relevant technical and policy material;
- The most recent version of the Humboldt County Area Travel Demand Model including all land use files (TJKM believes we already have the most recent version); and
- Relevant transportation-related comments and responses to previous versions of the EIR that will be recirculated as a part of the current update efforts.

**Humboldt County Association of Governments (HCAOG) Model Validation:** Since the model that will be used in this effort has not been used for this level of detail for countywide forecasts, it will be necessary to validate the model. Since forecasts will be needed for each of the 12 subareas, the model will need to be accurate in all areas. In the previous model, about 100 count locations were utilized to validate that the model was accurately forecasting existing traffic so that the future forecasts, adjusted for land use growth, could be relied upon. TJKM has proposed an optional task of obtaining 100 new 24-hour directional traffic counts for this purpose. Alternatively, the previous counts can be examined and adjusted, most likely based on population changes near each count. New counts would be desirable, but with many of the areas within the County experiencing only modest growth, adjusting the previous counts may be acceptable. TJKM will discuss this option with County staff, after which a decision will be made as to whether or not updated counts are warranted.

**Generate Future Year Forecasts:** TJKM will use the validated model to develop forecasts throughout the County. The current model is capable of producing forecasts for a.m. and p.m. peak hours and for daily volumes (Daily volumes are achieved by adding the three model categories: a.m. peak,

p.m. peak, and off-peak). To determine which roadway sections are currently deficient or will have volume increases that result in unacceptable levels of service, TJKM will develop either daily or peak hour roadway link capacity values so that volume to capacity (v/c) ratios can be developed. These ratios will be compared with level of service (LOS) vs. v/c ratio tables to determine which sections will operate unacceptably and will require mitigation. TJKM will work with County staff to develop acceptable capacity values for each type of roadway.

In the previous analyses of traffic forecasts prepared by TJKM for earlier versions of the GPU, TJKM examined four levels of forecasts: 1) a focused growth alternative; 2) the proposed GPU land uses; 3) an expanded growth alternative; and 4) a no growth (existing GP) alternative. TJKM can develop forecasts for each of these (or similar) scenarios, provided that land use information is available at the traffic analysis zone (TAZ) level. For budget purposes, TJKM has assumed four alternatives.

TJKM's forecasts will be for all-important roads that are on the model network. The material to be produced includes segment capacity values, a.m. and p.m. peak hour forecasts, and daily forecasts. Volume to capacity ratios for each section will be included.

TJKM will also provide vehicle miles traveled (VMT) forecasts based on the needs of other environmental professionals and County staff.

**Prepare Section 3.5 Update:** TJKM will update Section 3.5 of the Draft EIR to reflect changes resulting from the current GPU. It is expected that most changes will be concentrated in the areas reflecting updated traffic forecasts for future years. In addition, relevant policy changes will be analyzed. Updated mitigation measures will be

developed for all impacts that are in the category of *potentially significant*. In addition, those that are considered *significant and unavoidable* will also be identified.

**Response to Comments:** TJKM will prepare written responses to written comments in consultation with County staff and fellow consultants. As necessary, revisions to Section 3.5 will be incorporated.

**Meetings:** TJKM has included attendance at three (3) meetings in Eureka as a part of its budget. Any teleconferenced meetings are considered a part of the basic scope.

## Task 2B. Noise

Noise from motor vehicles is the single largest source of continuous noise in Humboldt County. Other transportation sources in the County that contribute to community noise levels include the port, industrial uses, and airports located within the County. ESA will revise the noise section of the 2012 Draft EIR with updated mobile and stationary source noise source data (e.g., traffic, industrial uses). ESA will analyze and quantify current and projected future planning horizon noise levels from US 101, State Route (SR) 255, SR 299, SR 36, SR 96, industrial operations, aviation noise, and other significant sources. Noise contours will be generated using a combination of monitoring and modeling techniques (the monitoring program will be based on up to twenty short-term measurements taken at key points in the County; modeling will be based on guidance from the State Department of Transportation and the Federal Highway Administration [FHWA]). ESA will also perform a comprehensive survey and mapping of noise-sensitive receptors (e.g., residential land uses, schools, places of worship, etc.) and a comprehensive noise survey consisting of 24-hour day-night monitoring of up to twenty additional

key locations, intended to characterize noise from stationary sources or other unique sources of community concern (e.g., playgrounds, manufacturing, heliports, loading areas, etc.).

ESA will integrate all of the above information into a revised Section 3.6 for the recirculated EIR and will submit the section to the County for review.

## Task 2C. Air Quality and GHG Emissions

ESA will revise the Air Quality and GHG Emissions section of the 2012 Draft EIR to meet the requirements of CEQA, the California Air Resources Board (CARB), the North County Unified Air Quality Management District (NCUAQMD), and statewide best practices in air quality and GHG analysis.

Under Task 2C, ESA would update portions of the air quality setting section that are out-of-date. For example, ESA will update the air quality monitoring and emission inventory tables and the discussion of those tables. ESA will also update portions of the air quality impact discussion that are dated but, like the revisions to the setting section, only minor changes are needed. The majority of the effort for Task 2C effort will focus on updating the GHG analysis, as described below.

Our approach to the GHG revisions is informed by a statement in the RFP that says the “analysis will be provided by the consultants in a form that the County can easily use to update our Climate Action Plan (CAP) to tier off in future project level environmental documents.” Our extensive experience developing CAPs and programmatic approaches to CEQA analysis of GHG emissions will inform the analysis and methodologies used to support the GHG Emissions section of the recirculated EIR.

The County’s Draft CAP of January 2012 builds on the policy foundation provided by the General Plan

Update and defines specific actions to achieve GHG reduction and climate adaptation goals. The CAP provides an estimate of the County’s baseline GHG emissions (1990), a Notice of Preparation (NOP) baseline of 2006, and a forecast for 2020 emissions under a “business-as-usual” scenario. The CAP also establishes a countywide GHG target for 2020 consistent with reductions required by AB 32. The CAP documents a decline in countywide emissions since 1990, mainly due to a reduction in industrial emissions—in particular from closure of facilities related to timber processing, lumber mills and pulp mills. The CAP forecasts a relatively small net emissions increase over 1990 emissions by 2025 under business-as-usual conditions, resulting from new development. The CAP describes the County’s intention to reduce GHG emission to 10 percent below 2003 levels by 2020, and to have a net increase of zero CO<sub>2</sub> emissions by 2025 compared to business-as-usual as determined by the previous General Plan (1984).

Policies to reduce GHG emissions and mitigate climate change are included in the General Plan and referenced in the CAP. The General Plan DEIR (Section 3.12, Air Quality and GHG Emissions) references the CAP as a companion document for the proposed project as required mitigation for GHG emissions impacts, as described in Mitigation Measure 3.12.5.4.e. The Draft CAP, included as Appendix U to the DEIR, includes a range of mitigation measures that are consistent with General Plan policies and strategies, and concludes that the County can reach its GHG reduction targets largely through more compact, higher-density development and by increasing carbon storage on timber and agricultural lands.

To revise and update the current GHG section in the EIR, ESA will carry out the following tasks:

- ESA will update the existing setting in the North Coast Air Basin based on available information



in the County's Draft CAP and from CARB and other State agencies, including the latest relevant information on climate change science and GHG emissions trends.

- ESA will update relevant regulatory context, including summaries of pertinent information about AB 32 Implementation, including the updated AB 32 Scoping Plan, recent court decisions affecting interpretation of CEQA law, and other relevant laws, regulations, and policies that could affect the project or the GHG emissions analysis presented in the EIR.
- ESA will review and incorporate into our analysis the 2005 Countywide GHG Inventory revised by Redwood Coast Energy, ICLEI and PG&E in 2014, based on ICLEI's Community Protocol which represents a new national standard in guidance for community GHG emissions inventories, and is recommended for use in quantifying community-wide emissions by California's Office of Policy and Research (OPR).
- ESA will analyze the Project's contribution to GHG emissions by reviewing the Draft CAP and current discussion in the DEIR and making adjustments based on the latest growth forecasts and major projects described in the Capital Improvements and Public Facilities Element (e.g., water and wastewater treatment and distribution facilities). ESA will quantify baseline emission from mobile sources using the EMFAC 2014 model and new VMT data generated by the traffic consultant.
- ESA will revise future forecasts of GHG emissions under "business as usual" conditions" from mobile, stationary, and area sources, using growth factors (for population, jobs, and housing) consistent with the General Plan. GHG emissions forecasts will extend to at least the General Plan build out year (assumed to be 2035), and we will use the forecast information in the 2005 Countywide GHG Inventory to the extent it is deemed accurate, but we anticipate that adjustments will be necessary.
- ESA will develop "adjusted business-as-usual" forecasts of emissions that account for the impact of AB 32 Scoping Plan measures and other State-wide actions to GHG mitigation measures, including but not limited to the Renewables Portfolio Standard, the Low Carbon Fuel Standard (LCFS), and the Pavley Vehicle Efficiency Standards.
- ESA will determine a standard of significance for GHG emissions, informed by State CEQA Guidelines, AB 32, Governor's Executive Orders S-3-05 and B-30-15 (calling for statewide GHG reduction targets of 80 percent below 1990 levels by 2050, and 40 percent below 1990 levels by 2030, respectively), and the latest guidance from CARB, OPR, and NCUAQMD. We will coordinate with the County to ensure we have a common understanding for how the EIR standards of significance for GHG emissions relate to the CAP's GHG reduction targets and affects the ability of future project level environmental documents to tier from the CAP as a qualified" GHG Reduction Plan, as defined by CEQA Guidelines Section 15183.5.
- ESA will make a significance determination based on our findings. We expect that development and adoption of an updated CAP will remain the primary mitigation. If appropriate and necessary, ESA will specify potential mitigation measures to include in the CAP.

ESA will integrate all of the above information into a combined Section 3.12 air quality/GHG chapter for the recirculated EIR and will submit the section to the County for review.

### Task 3. Public Draft EIR Section Compilation

Following County review of the Administrative Draft EIR sections, ESA will prepare the Draft EIR sections for publication that incorporates any modifications and/or amendments in response to the County's comments. We have assumed that two rounds of comments and revisions will be required. We have also assumed that ESA will only be responsible for providing electronic version of its EIR sections to the County, and that hard copies will not be required.

### Task 4. Response to Comments and Final EIR

ESA will respond to comments on the recirculated EIR sections and issues for which it is responsible. ESA will also prepare revisions to the revised EIR that can be incorporated into the FEIR as necessary.

For purposes of budgeting, we assume that a maximum of 40 discrete comments will be submitted. If a greater number of comments are received, ESA will inform the County of the additional work effort required. It is assumed that master responses will be prepared wherever there are a sufficient number of comments addressing a specific subject area to warrant the preparation of such responses.

We have assumed that some of the consultant responsibilities that would be typical for this task will be handled by the County. Preparation of a Mitigation Monitoring and Reporting Plan is one such example. We assume that ESA's responsibility for the Final EIR task will be limited to providing responses to comments on the technical sections we are revising for the recirculated EIR, preparation of revisions to those sections as necessary, and coordination with the County for the County staff to revise the remaining sections.

### Task 5. Project Management and Coordination

This task provides for typical project management and coordination activities as described below, and provides for specific project coordination that is unique to this project.

Since ESA will not be preparing the entire EIR, we will need to work closely with County staff to ensure that the sections that ESA submits will be consistent with the voice and style that is present in the rest of the document. We will use the existing 2012 EIR as a go-by, unless directed otherwise by the County.

ESA's typical project management and coordination activities will focus on:

- Contract administration ensuring budget and schedule adherence and providing quality assurance/quality control (QA/QC) on all work products;
- Preparation of progress reports to accompany each invoice over the life of the project;
- Coordination with County staff and the project team in soliciting information regarding the proposed project and informing County staff of any potential impacts and mitigation measures;
- Compiling an Initial Data Request for the project description and impact analysis, including the latest GPU information, base maps and GIS data, background materials prepared by the County or others, and the collection of other information that may be required; and
- Biweekly conference calls with County staff and other interested parties to ensure that ongoing information needs are met and that the project is proceeding according to schedule and plan.

Based on the items above, ESA assumes approximately one (1) hour per week will be required for project management and coordination for the duration of the project, which is assumed to be nine (9) months as noted in Section B of this proposal, *Schedule*. Should the effort extend beyond that time, then the project schedule would necessarily require an extension and a subsequent contract amendment for this task.

To save on time and travel costs, we have assumed that most issues can be handled via the biweekly conference calls described previously. Nevertheless, we recognize that in-person meetings are sometimes needed, so we have provided for one (1) in-person meeting with the County to be attended by the ESA project manager. We have also allocated time for attendance by the ESA project manager and a senior technical specialist at up to two (2) public meetings or hearings. For purposes of budgeting, we assume eight (8) hours for each meeting, which would include travel and preparation time. Additional public meetings and/or hearings that ESA staff could be requested to attend beyond those noted here will be billed on a time and materials basis.

Public controversy and other factors could increase the amount of project management and coordination time described here. ESA will inform the County immediately if the described allocation is being exceeded for reasons that are beyond ESA's control. In such an instance, excess hours will be billed on a time and materials basis, in consultation and agreement with the County.

**EXHIBIT B:  
SCHEDULE FOR COMPLETION OF WORK**

It is expected that the project could be completed from initiation to Final EIR in approximately nine (9) months, following approval of this scope of work and issuance of a contract by the County. This schedule is driven primarily by the time it takes to complete the traffic analysis, which, in turn, feeds the other sections. Other factors include County review times of ESA's work, as well as mandated EIR public review periods. With that said, ESA will work with the County staff to create a schedule that meets their needs, complies with State law and is realistic.

We must assume that before we begin work, all essential elements of the updated GPU documents will be fully settled and will not change substantially prior to issuance of the recirculated EIR. This is roughly analogous to saying that we do not expect the project description to change once we begin work. Any changes could result in delays and cost increases, particularly for the traffic component of the project, since that aspect of the project is the most labor-intensive. Based on all of the above, ESA's proposed schedule is as follows:

<b>TASK</b>	<b>DATES</b>
Authorization to proceed	June 15, 2016
Kickoff meeting	June 30, 2016
Traffic analysis	10 weeks
Admin EIR Section Compilation	1 month
Review by County	3 weeks
Revisions by ESA	2 weeks
Review by County	1 week
Submit finalized sections for integration into full EIR	2 weeks
Public comment period on recirculated EIR (45 days)	6 weeks
Respond to comments on recirculated EIR, prepare Final EIR	5 weeks
Review by County	3 weeks
Revisions by ESA	2 weeks
Review by County	1 week
Submit finalized responses to comments and EIR revisions for integration into full FEIR	1 week



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	<b>CONTACT NAME:</b> Jaclyn Grewohl <b>PHONE (A/C, No., Ext):</b> 415-391-2141 <b>E-MAIL ADDRESS:</b> jgrewohl@wsandco.com	<b>FAX (A/C, No.):</b> 415-989-9923	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> ENVISCI-01 Environmental Science Associates 550 Kearny Street, Ste 800 San Francisco, CA 94108	<b>INSURER A:</b> Greenwich Insurance Company		22322
	<b>INSURER B:</b> XL Specialty Insurance Company		37885
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 1583058559                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: No Deductible	Y		GEC001336713	1/1/2016	1/1/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> No Ded.			AEC001336513	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A		Y	WEC001337413	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
B	Professional Liability Cov. A. Claims Made Retro Date: 10/1/89			PEC001336813	1/1/2016	1/1/2017	Ea. Occurrence: Aggregate: Retention:	\$1,000,000 \$1,000,000 \$100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: 160347.00 - Humboldt County General Plan Update Recirculation DEIR (Transportation/GHG/Noise). Humboldt County, its officers, employees and agents are included as additional insured per form XIL 2010 0704 (Ed. 0413) attached. Separation of Insureds included in policy form. A waiver of subrogation applies per form WC 00 03 13 attached. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

<b>CERTIFICATE HOLDER</b>  Humboldt County Planning and Building Department, Planning Division Attn: Michael Richardson, Acting Supervising Plann 3015 H Street Eureka CA 95501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

This endorsement, effective 12:01 a.m., January 1, 2016 forms a part of Policy No. GEC001336713 issued to ENVIRONMENTAL SCIENCE ASSOCIATES by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to a loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement 1/1/2016

Effective Policy No. WEC001337413

Endorsement No.

Insured Environmental Science Associates

Premium \$

Insurance Company XL Specialty Insurance Company

Countersigned by

*Jaehn Grumbel*