

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **BKF Engineers**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONTRACTOR for its East Ukiah Hills Emergency Evacuation Planning Project consulting services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Mendocino County ePayables Information
- Exhibit E East Hills Ukiah Evacuation Route Planning Study, Scope of Work

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2026.

The compensation payable to CONTRACTOR hereunder shall not exceed Four Hundred Seventy Thousand Dollars (\$470,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: *Kayla Mallela*
DEPARTMENT HEAD

Date: 07/11/2025

Budgeted: Yes
Budget Unit: 2910
Line Item: 862189 Proj DR309
Org/Object Code: DR
Grant: Yes
Grant No.: CAL FIRE

COUNTY OF MENDOCINO

By: *John Haschak*
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 07/29/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: *Amy*
Deputy 07/29/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: *Amy*
Deputy 07/29/2025

INSURANCE REVIEW:

By: *Darcie Antle*
Risk Management

Date: 07/11/2025

BKF ENGINEERS

By: *[Signature]*
SIGNATURE

Date: 7/15/2025

NAME AND ADDRESS OF CONTRACTOR:

BKF Engineers
111 Santa Rosa Avenue, Suite 100
Santa Rosa, CA 95404

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: *[Signature]*
COUNTY COUNSEL

Date: 07/11/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *Darcie Antle*
Deputy CEO or Designee

Date: 07/11/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed EB# 26-02
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located outside Mendocino County

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. **INSURANCE:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Xuyen Mallela

To CONTRACTOR: BKF Engineers
111 Santa Rosa Avenue, Suite 100
Santa Rosa, CA 95404
Attn: Jean Chen

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and

disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the

CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$470,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter

thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY: CONTRACTOR represents that it has secured all rights and licenses necessary for materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood

that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

I. East Hills Emergency Evacuation Route Project Summary:

CONTRACTOR shall develop a preliminary design for an emergency evacuation route serving three single-access subdivisions east of Ukiah in the Wildland Urban Interface (WUI): Deerwood Estates, El Dorado Estates, Vichy Springs and the Guidiville Rancheria.

- A. This project component consists of the planning and design of an emergency evacuation route and second access to three densely developed subdivisions located in the heavily-wooded hills to the east of the Ukiah Valley. The project will also consider and assess potential funding sources for future road construction and maintenance such as a Zone of Benefit or other similar mechanism. These subdivisions, Deerwood Estates, El Dorado Estates, and Vichy Springs, along with the adjacent Guidiville Rancheria, contain approximately 325 homes and all are “one way in, one way out” communities at high risk during a fire event. Developing a conceptual design and identifying a source of project maintenance and construction revenues will lead to the pursuit of future grant funding to defray the costs of project construction and create a Zone of Benefit or similar ongoing funding mechanism. The proposed route will connect with Rafello Drive in the north and terminate at Bartolomei Way in the south, providing an alternative access to the subdivisions which can be used to allow firefighters to access these communities from the north and south while evacuation of the public uses existing public roads travelling west. Alternatively, should fire conditions warrant it, the public could be routed through the new route to evacuate. Please note that the project alignment is not anticipated to cross tribal lands of the Guidiville Rancheria at this point in time, but the Rancheria would be served by the project, as it is currently accessed from Vichy Springs Road within the project area.
- B. The East Hills Ukiah Emergency Evacuation Route Planning component focuses on identifying and developing an alternative evacuation and access route for three subdivisions and the Guidiville Rancheria which collectively contain approximately 325 homes along with other outbuildings and ancillary structures. By identifying and planning an alternative route for emergency evacuations and first responder access, residents of these communities will have additional routes by which to flee during an evacuation, should event conditions warrant this action. If evacuations are more appropriate using the existing public roadways, first responders will be able to use the emergency evacuation route to access and begin fire suppression activities in these areas without impeding evacuation of the public.

II. Project Goal:

Prepare for future implementation grant opportunities with a “shovel-ready” plan and design for the construction of a secondary access road for emergency response resources and possible resident evacuation in the event of a wildfire.

III. Project Objectives:

- A. Procure a consultant to provide project management and professional services including land use planning, land surveying, civil engineering, and geologic analysis.
- B. Work with local CalFire Mendocino Unit (MEU), the Ukiah Valley Fire Authority, and County Department of Transportation, County Office of Emergency Services and Mendocino County Sheriff’s Office to ensure the proposed access route and type of road proposed meet the needs of first responders.
- C. Outreach to residents to secure landowner access, publicize the project development process, receive input from stakeholders, inform the public about the importance of evacuation planning and emergency preparedness.
- D. Develop preliminary route for review and feedback.
- E. Conduct feasibility analysis of preliminary route selected, identify alternatives or modifications necessary based on feasibility analysis.
- F. Revise route based on feedback from community partners and site constraints.
- G. Work with impacted landowners to secure easements and other access.
- H. Develop Zone of Benefit and Revenue Generation Analysis to identify future funding sources.
- I. Prepare final plan package.
- J. Secure preliminary environmental clearances.

IV. Project Outcomes

- A. Develop a feasibility study, cost estimate, and preliminary design for a secondary access route serving three subdivisions in the Ukiah East Hills.
- B. Develop a zone of benefit and revenue generation analysis to identify future sources of construction and maintenance.

V. Project Milestones and Deliverables

- A. Procure and contract with consultant or consultant team to execute project planning process.
 - i. Deliverables: Request for Proposals to solicit consultant, executed contract with selected consultant.
- B. Begin community engagement process and constitute County planning group including representatives from the Mendocino County Sheriff's Office, CAL Fire MEU, Ukiah Valley Fire Authority, Mendocino County Office of Emergency Services, and Mendocino County Executive Office.
 - i. Deliverables: Documentation of County planning group participants.
- C. Begin landowner outreach process and conduct community meetings.
 - i. Deliverables: outreach materials, agendas, and meeting minutes for up to three landowner outreach listening sessions to receive input on the proposed route.
- D. Develop initial route concept and conduct feasibility analysis, including preliminary survey mapping.
 - i. Deliverables: Preliminary route mapping and feasibility analysis memorandum including alternatives analysis.
- E. Refine route concept with information generated during the feasibility analysis and feedback from County Planning Group and community meetings.
 - i. Deliverables: outreach materials, agendas, and minutes from County Planning Group and community meetings.
- F. Conduct detailed route survey and create design-level topographic and boundary mapping, develop project conceptual design and cost estimate.
 - i. Deliverables: 1) 30% Project Design Plans and 2) Engineer's Estimate of Probable Costs.
- G. Conduct preliminary environmental analysis and develop draft resource agency permit applications. This includes a biological survey of the project alignment, wetland delineation, cultural resources study, arborist report, and draft California Environmental Quality Act (CEQA) Initial Study.

EXHIBIT B

PAYMENT TERMS

- I. COUNTY shall pay CONTRACTOR for satisfactory provision of services as defined in Exhibit A, and according to the budget defined below:
 - A. The following categories contain consulting fees for CONTRACTOR to lead the project component and complete the design process, including project management, environmental analysis and special studies, land surveying and easement research, civil design, and geologic analysis. Costs between these categories consist of the following:
 1. Project Management and Administration: \$33,541
 2. Civil Engineering, including site visits, preliminary route planning, feasibility analysis report, preliminary cost estimating, road design and improvement plans (30% design level), stormwater mitigation plan, and drainage calculations: \$114,493
 3. Environmental Analysis and Special Studies, including biological survey, wetland delineation, cultural resources study, arborist report, CEQA Initial Study, and draft permit applications: \$102,853
 4. Geological analysis to assess subsurface soil qualities for road design: \$12,500
 5. Outreach and Coordination with landowners and project partners, including design review meetings with the County Planning Group, a site walk with the County Planning Group, and community outreach: \$26,540
 6. Land Surveying, including preliminary research and project establishment, field surveys, including LiDAR and photogrammetry, data processing, topographic and boundary mapping, and legal descriptions of potential easements and right-of-way acquisitions: \$155,366
 7. Zone of Benefit and Revenue Generation Analysis, including research regarding potential zone of benefit boundaries, analysis of potential tax or assessment revenue available, and memorandum summarizing findings: \$20,000

 East Ukiah Hills Evacuation Route Planning CONSULTING SERVICES																Total BKF Hours	Total BKF Fee	Sub Consultants			Total Fee																	
		Principal	Project Manager	Senior Project Manager	Project Manager	Technical Manager	Senior Project Engineer	Project Engineer	Technician II	Design Engineer	Field Crew Party Chief	Field Crew Chairperson	Funding Specialist	Project Accountant	Perman			Environmental	Crawford & Associates Geological	VMR Aerial																		
Task	Description	VP	AS	PM	PM	SM	SE	SE	PE	DE	FC	FC	FS	PA																								
Per Task Estimated Project Costs		Full Rate	\$317	\$282	\$276	\$275	\$275	\$233	\$205	\$161	\$478	\$233	\$150	\$200	\$150																							
1	Project Management & Administration																																					
1.1	Project Management	4	60	0	0	0	0	0	0	0	0	0	0	0	64	\$18,488	\$0	\$0	\$0	\$18,488																		
1.2	Progress report and invoicing	0	4	0	0	0	0	0	0	0	0	0	0	0	4	\$3,943	\$0	\$0	\$0	\$3,943																		
1.3	Quality Assurance/Quality Control	0	0	40	0	0	0	0	0	0	0	0	0	0	40	\$11,120	\$0	\$0	\$0	\$11,120																		
	1 Project Management & Administration Subtotal:	4	69	40	0	0	0	0	0	0	0	0	0	0	9	\$33,541	\$0	\$0	\$0	\$33,541																		
2	Civil Engineering																																					
2.1	Civil Engineering	0	48	0	0	0	0	177	160	0	0	0	0	0	385	\$79,021	\$0	\$0	\$0	\$79,021																		
2.2	R/W Needs Map	0	16	0	0	0	0	80	80	0	0	0	0	0	176	\$35,472	\$0	\$0	\$0	\$35,472																		
	2 Civil Engineering Subtotal:	0	64	0	0	0	0	257	240	0	0	0	0	0	561	\$114,493	\$0	\$0	\$0	\$114,493																		
3	Environmental Analysis																																					
3.1	Environmental Analysis	0	10	0	0	0	0	0	0	0	0	0	0	0	10	\$2,870	\$99,983	\$0	\$0	\$102,853																		
	3 Environmental Analysis Subtotal:	0	10	0	0	0	0	0	0	0	0	0	0	0	10	\$2,870	\$99,983	\$0	\$0	\$102,853																		
4	Geological Analysis																																					
4.1	Geological Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$12,500	\$0	\$12,500																		
	4 Geological Analysis Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$12,500	\$0	\$12,500																		
5	Outreach and Coordination																																					
5.1	Outreach and Coordination	0	60	0	0	0	40	0	0	0	0	0	0	0	100	\$26,540	\$0	\$0	\$0	\$26,540																		
	5 Outreach and Coordination Subtotal:	0	60	0	0	0	40	0	0	0	0	0	0	0	100	\$26,540	\$0	\$0	\$0	\$26,540																		
6	Land Surveying																																					
6.1	Establishment of Survey Control	0	0	0	16	4	0	0	0	0	20	0	0	20	60	\$13,120	\$0	\$0	\$0	\$13,120																		
6.2	Topographic Field Survey and Mapping	0	24	0	80	0	0	240	40	0	0	0	0	0	184	\$79,320	\$0	\$0	\$26,598	\$105,918																		
6.3	Boundary Research	0	0	0	40	0	0	40	0	0	0	0	0	0	80	\$18,160	\$0	\$0	\$0	\$18,160																		
6.4	Adjoining Parcel Labeling	0	0	0	40	0	0	40	0	0	0	0	0	0	80	\$18,160	\$0	\$0	\$0	\$18,160																		
	6 Land Surveying Subtotal:	0	24	0	176	4	0	320	40	20	0	0	20	604	\$128,768	\$0	\$0	\$26,598	\$155,366																			
7	Zone of Benefit Revenue Generation Analysis																																					
7.1	Revenue Generation Analysis	0	0	0	0	0	0	0	0	0	0	0	100	0	100	\$20,000	\$0	\$0	\$0	\$20,000																		
	7 Zone of Benefit Revenue Generation Analysis Subtotal:	0	0	0	0	0	0	0	0	0	0	0	100	0	100	\$20,000	\$0	\$0	\$0	\$20,000																		
Reimbursable and Consultant Expenses (To be disbursed through the individual 7 main tasks on an as-needed basis) General BKF Printing, Filing, and Travel (1% of Total)																																						\$4,650
Consultant Labor Totals		4	227	40	176	4	40	257	560	40	20	0	0	29	1497	\$326,212	\$99,983	\$12,500	\$26,598	\$465,293																		
Total Fees Not to Exceed* (Total fees include consultant and reimbursable consultant expenses pursuant to rate sheets)																																						\$469,943
The enclosed fee worksheet includes key staff anticipated to complete the services being requested. Our team may use staff in other positions, who are not listed on this fee worksheet to facilitate the efficient delivery of certain services, provided that the total contract value is not exceeded.																																						

B. CONTRACTOR shall bill COUNTY on a monthly basis. Billing for services is expected to be completed within thirty (30) days of service provisions.

1. CONTRACTOR shall send invoices via email to Xuyen Mallela, mallelax@mendocinocounty.gov.

2. Mileage shall be paid at the current Internal Revenue Service (IRS) reimbursable rate.

II. Payments under this Agreement shall not exceed Four Hundred Seventy Thousand Dollars (\$470,000) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.gov.

EXHIBIT E

East Hills Ukiah Evacuation Route Planning Study Scope of Work

Project Understanding

This project component consists of the planning and design of an emergency evacuation route and second access to three densely developed subdivisions located in the heavily wooded hills to the east of the Ukiah Valley.

Three densely developed subdivisions and the Guidiville Rancheria area are only accessible by a single two-lane county road which would have to serve as both the evacuation route for residents as well as the access route for firefighters and emergency resources in the event of a wildfire. This would lead to a bottleneck which would critically impact safe evacuation and the response time of firefighters trying to reach the wildfire and begin suppression efforts and structure protection. The secondary road will be accessible from both the north and south ends of the subdivisions to allow safe and timely access to the area. The road can also serve as a staging point to attack the fire and help prevent it from reaching the homes in these subdivisions, depending on the direction and location of the fire.



The project will also consider and assess potential funding sources for future road construction and maintenance such as a Zone of Benefit or other similar mechanism. These subdivisions, Deerwood Estates, El Dorado Estates, and Vichy Springs, along with the adjacent Guidiville Rancheria, contain approximately 325 homes and all are "one way in, one way out" communities at high risk during a fire event. This project will develop a conceptual design and identify a source of project maintenance and construction revenues that will lead to the pursuit of future grant funding to defray the costs of project construction and create a Zone of Benefit or similar ongoing funding mechanism.

The proposed route will connect with Rafello Drive in the north and terminate at Bartolomei Way in the south, providing an alternative access to the subdivisions which can be used to allow firefighters to access these communities from the north and south while evacuation of the public uses existing public roads travelling west. Alternatively, should fire conditions warrant it, the public could be routed through the new route to evacuate. The project alignment is not anticipated to cross tribal lands of the Guidiville Rancheria.

SCOPE OF WORK

TASK 1 - Project Management & Administration

Task 1.1 Project Management

BKF will provide project management services with the County. BKF will lead and manage the Consultant team including subconsultants for technical studies (e.g., environmental, geological, funding, & survey). BKF will facilitate coordination among the County Planning Group (CAL FIRE Mendocino Unit, Ukiah Valley Fire Authority, Sheriff's Office, Office of Emergency Services, Department of Transportation, and Executive Office) and will monitor task progress across all project components and identify issues requiring County input or resolution. BKF will schedule a monthly internal call with the consultant team and the County to monitor progress along the design timeline. BKF will prepare an agenda and provide meeting minutes for each monthly meeting, assumed to be held virtually.

1.2 - Progress Reporting and Invoices

BKF will provide monthly progress reports and invoicing to support the proposed work. It is assumed that there will be 9 monthly progress reports during the project duration, with all billing completed by March 15, 2026.

Task 1.3 - Quality Assurance/Quality Control (QA/QC)

BKF will develop and implement a QA/QC plan for all deliverables to ensure all products meet Mendocino County standards and applicable regulatory guidance

Task 2 – Civil Engineering

Task 2.1 Route Development

BKF will lead the civil engineering efforts for the East Hills Evacuation Route Planning Project by developing the initial conceptual alignment for the proposed secondary access route. Using aerial survey data and base mapping in Civil 3D, BKF will prepare a preliminary route layout that considers existing topography, natural constraints, land ownership, and potential connection points at Raffello Drive and Bartolomei Way. A feasibility analysis will be conducted to evaluate constructability, slope conditions, and impacts to environmental resources. Preliminary survey mapping will support this assessment, ensuring alignment options are technically viable and responsive to site conditions. Following input from the County Planning Group and feedback received during community outreach meetings, BKF will refine the route concept and provide recommendations for a preferred alignment suitable for further environmental review and cost estimating

Task 2.2 – R/W Needs Map

BKF will develop a right of way (R/W) needs map, identifying locations of R/W take, permanent, and temporary easements necessary for the project based on GIS available R/W information. This R/W information will be useful for the County to identify the funding necessary for future acquisitions in a later stage of the project, not included in this scope of services. It is assumed that plats and legal description and property owner right of way negotiations are not included in this scope of services.

Task 3 Preliminary Environmental Analysis

Environmental Analysis Approach

Psomas concurs that a Draft Initial Study (Draft IS) would be the appropriate preliminary environmental analysis, which will determine the type of CEQA document required for the Project. Psomas will prepare a Draft IS in accordance with CEQA (*California Public Resources Code, Sections 21000 et seq.*) and the State CEQA Guidelines (*California Code of Regulations, Title 14, Section 15000 et seq.*). Psomas will consider the County's requirements and specifications and use the CEQA Appendix G Environmental Checklist Form to prepare the Draft IS.

Scope of Environmental Documentation

Below is the SOW for the proposed Project Draft IS based on our understanding of the Project.

TASK 3.1 PROJECT INITIATION AND MANAGEMENT; PROJECT DESCRIPTION

Subtask 3.1.1 Kick-off Meeting and Project Management

Psomas will attend a virtual kick-off meeting with the Applicant's team to discuss the approach to preparing the environmental document; identify and discuss the key community issues and concerns, as applicable; and identify information needs. The Project schedule will be discussed, and key milestones defined. It is assumed that available Project information will be provided.

This task will also include invoicing, schedule tracking, and other administrative duties.

Subtask 3.1.1 Deliverables

- Attendance at a Virtual Kick-off Meeting

Subtask 3.1.2 Monthly Team Meetings

East Hills Ukigh Evacuation Route Planning Study *Scope of Work*

During early design and environmental review, the Psomas Project Manager will attend monthly virtual Project meetings with BKF Engineers, and if requested, with the County, for the duration of the Project development. Nine one-hour meetings are included to take place between June 2025 and February 2026; an additional 30 minutes per meeting are included for meeting preparation and development of an agenda.

Subtask 3.1.2 Deliverables

- Attendance and notes at up to nine one-hour virtual Project meetings

Subtask 3.1.3 Information Needs Request and Project Description

Psomas will prepare an Information Needs Request to obtain the necessary information related to Project construction and operational activities, that are needed for the preliminary qualitative analyses to be included in the respective sections of the IS. It is anticipated that technical field data related to jurisdictional wetlands and waters, cultural and tribal cultural resources, and hydrology/water quality, air quality/greenhouse gases (as relates to tree removal), among other possible resource areas, will not be available during this preliminary review process, so the Draft IS will provide information regarding additional data needs for use in future detailed analysis. Following collection of available documentation, a Project Description will be drafted for review by the Project Team. Updates to the Project Description will be included in the Administrative Draft IS.

Subtask 3.1.3 Deliverables

- Electronic Copy (email) of Information Needs Request
- Electronic copy (email) of Project Description

TASK 3.2 DRAFT INITIAL STUDY

Subtask 3.2.1 Resource Preliminary Studies

BIOLOGICAL RESOURCES STUDY

Subtask 3.2.1.B1 Desktop Review and Reconnaissance Survey

Psomas team biological resources staff will perform an initial analysis of the Project's habitats and the potential for listed species to occur by conducting a review of the California Department of Fish and Wildlife's California Natural Diversity Database and RareFind 5; California Native Plant Society's database; U.S. Fish and Wildlife Service (USFWS) proposed and final Critical Habitat; USFWS Information, Planning, and Consultation System; USFWS Endangered and Threatened Species List; USFWS National Wetlands Inventory (NWI); U.S. Geological Survey topographic maps and other available aerial photography; and additional relevant resources.

The results of this desktop analysis will be used to focus the subsequent habitat assessment and on-site reconnaissance survey. Information gathered will help determine whether there are potential special-status plant species, animal species, or habitat that occur within the project area or zone of influence of project-related activities (collectively called the area of analysis in this scope) and which regulations apply to the proposed project.

The Psomas team will conduct a reconnaissance-level survey at up to six (6) locations identified during the desktop review which are representative of the project alignment and/or are likely to support sensitive/suitable habitat for special-status species using the results of the desktop review. The team will note sensitive biological resources or potential habitat for special-status species. The reconnaissance survey will be conducted by qualified biologists and will include driving access roads and walking meandering transects at select locations with binoculars, stopping frequently to search habitats for wildlife or their sign. This survey will include, at a minimum, an assessment of potential habitat for any special-status species with potential to occur on the project alignment from the results of the desktop review, an overview of potential aquatic resources on-site, and on-site review of trees species and habitats for future arborist surveys, as observed.

Subtask 3.2.1.B1 Assumptions

- BKF Engineers will provide the team with clear, safe, legal, and known access routes to the Project area and notify private landowners or public land managers of work activities prior to the survey.
- Three biologists will perform a reconnaissance-level survey at select locations along the project alignment during a single two-day survey. The survey will not exceed two days.
- No aquatic resource delineations, focal species surveys, or protocol-level surveys will be conducted as part of this scope; these services can be provided under a separate scope.
- Should BKF Engineers require any additional studies or work outside of the scope outlined in this proposal, the team can provide a revised scope and cost estimate.
- This cost estimate does not include coordination or communication with any regulatory agencies, outside consultants, or other entities; if required, these services can be provided under an amended scope, as requested.

Subtask 3.2.1.B2 Biological Resources Assessment

The Psomas biological resources team will prepare a report discussing the results of the literature review and field studies. The Biological Resources Assessment (BRA) will provide information on use of the project alignment (known and potential) by sensitive species identified during the desktop review and surveys, summary of aquatic resources that may cross the project alignment, and review of tree species and habitats that are present along the project alignment. Potential use of the Project alignment by special-status plant and animal species will be ranked qualitatively depending upon the suitability of the habitat and/or proximity of any known records found during the database search. Species observed on-site will be reported in the findings. Based on the findings and likelihood of occurrences of special-status species, the team will include a discussion of potential constraints that may be required to further inform project design and implementation such as the type of permitting required with resource agencies and species and habitats that may be impacted by the Project. Discussion may grouped by similar species types, if appropriate. In addition, the biological resources team will develop a set of maps representing habitat types (based on desktop review information), as well as observed and historic locations of special-status species on and in the vicinity of the Project. As the BRA will serve as a preliminary analysis of biological resources, the report will be tailored to the Project and will not focus on/include location specific impact analysis or provide detailed project-specific avoidance and minimization measures (AMMs), although potential BMPs and AMMs will be included for consideration during future detailed assessment. The BRA will focus on identifying sensitive habitats and resources and potential impacts to these resources as well as identifying permitting and entitlement processes that may fit best to move the Project forward in its design, analysis, and construction.

Subtask 3.2.1.B2 Assumptions

- One round of BKF and County review/edits have been included in this scope,
- The BRA's Aquatic Resources Map will show aquatic resources from USFWS NWI data as well as select locations where these features are observed during the reconnaissance survey but will not contain a comprehensive field survey or data mapping of aquatic resources,
- Tree species and habitats observed on-site during select location reconnaissance surveys; and from the desktop review will be described but an arborist inventory is not included at this time,

East Hills Ukigh Evacuation Route Planning Study
Scope of Work

- All project-related GIS data created will be available upon request in either an Esri shapefile or geodatabase format and/or Google Earth KMZ format, and
- Deliverables will be submitted electronically.

Subtask 3.2.1.B2 Deliverables

- Draft and final Biological Resources Assessment Report
- CEQA section for Draft IS

CULTURAL RESOURCES ASSESSMENT

Subtask 3.2.1.C1 Cultural Resources Research and Records Searches

After receiving the Notice to Proceed (NTP), Psomas will request a literature review and records search through the California Historical Resources Information System (CHRIS) database at the Northwest Information Center (NWIC) housed on the campus of Sonoma State University, for the project. The literature review and record searches will be conducted by NWIC staff and will review relevant previously recorded cultural resources and previous investigations completed for a ½-mile search radius surrounding the Project site. Information to be reviewed will include resource records and location maps for all previously recorded cultural resources; previously conducted Investigation boundaries; National Archaeological Database (NADB) citations; and copies for associated reports, historic maps, and historic addresses. The current lead time for the results from the NWIC is 4 weeks from the date of the request.

Psomas will also request the Native American Heritage Commission (NAHC) conduct a search of the Sacred Lands File (SLF) database for the project site. Currently, the NAHC estimates 4 weeks from the date of request to receive the results for a SLF. This SOW assumes that all relevant outreach to tribal representatives, if required, will be completed by a Lead Federal or State Reviewing Agency.

Finally, Psomas will request a paleontological resources records search and literature review for the project site from the Vertebrate Paleontology Section of the Natural History Museum (NHM) of Los Angeles County. The NHM provides a letter summarizing information on geological formations and known paleontological localities (if any) near the project site, and a determination of the paleontological sensitivity of the geologic units underlying the site. The NHM currently estimates 2 to 3 weeks from the date of request to receive the results of the records search.

Subtask 3.2.1.C2 Cultural Resources Technical Memorandum

Based on the findings of background research and records searches, Psomas will prepare a Cultural Resources Technical Memorandum (memo) that presents an analysis of the cultural resource sensitivity within the project site to be attached to the Draft IS. The memo will include the following:

- natural and cultural resources settings,
- a review of previous research conducted in the vicinity,
- a review of known cultural resources in the vicinity,
- a review of the methods used to identify cultural resources near the project,
- a preliminary assessment of the project's potential to adversely impact cultural and paleontological resources based on records searches,
- tables with all the information discussed above, and
- all appropriate attachments.

This SOW assumes preparation of one draft and one final version of the memo. This cost estimate assumes no more than two (2) weeks to prepare the first draft report upon completion of the background research and records searches and up to eight (8) hours to address 2 rounds of comments and finalize the report.

Subtask 3.2.1.C2 Assumptions

- The client will provide Psomas with confirmation of the project footprint at the time of authorization or NTP. It is assumed that this information will not change once Psomas has initiated the tasks above.
- This proposal does not include a SOW for outreach to tribal representatives/ governments.
- This proposal does not include formal evaluations of historic properties.
- This proposal does not include a pedestrian field survey for cultural resources.
- This memo will serve as an analysis of the cultural resource sensitivity based on existing records and does not serve as a Phase I cultural resources report.
- This proposal notes the cultural resources literature review and records search results from the NWIC and the sacred lands files results from the NAHC may take up to 4 weeks to receive the results from the date of the NTP.

Subtask 3.2.1.C2 Deliverables

- Draft Cultural Resources Technical Memorandum
- Final Cultural Resources Technical Memorandum
- Draft IS Cultural Resources Preliminary Analysis

Agriculture and Forestry Review

Subtask 3.2.1.F Assessment of Potential Effects on Agriculture and Forestry Resources

An assessment of types of agricultural lands and forestry resources that may be effected, their statuses and restrictions, estimates of acreages, and proposed BMPs and mitigation measures will be conducted and included in a technical memo. A summary of findings will be included in Draft IS.

Subtask 3.2.1.F2 Assumptions

- One round of BKF and County review/edits have been included in this scope.
- All project-related GIS data created will be available upon request in either an Esri shapefile or geodatabase format and/or Google Earth KMZ format.
- Deliverables will be submitted electronically.

Subtask 3.2.1.F2 Deliverables

- Draft and final Agriculture and Forestry Resources Technical Memo.
- CEQA section for Draft IS.

Subtask 3.2.2 Administrative Draft Initial Study



Psomas will prepare a Draft IS using the CEQA Environmental Checklist Form (Appendix G). The Draft IS will contain the location of the Project site; a discussion of the environmental setting; a description of the Project and its components; identification of the Project's potential environmental effects requiring mitigation. Regulatory requirements and permits will be identified and included in resource area discussions, as appropriate.

To the extent possible at this stage of design and engineering, the discussion and analysis of Project impacts will cover all CEQA topics, including aesthetics, agricultural and forestry resources, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities and services systems, and wildfire.

It is noted that the analysis of the above environmental topics will be prepared qualitatively. If a potential impact is identified for technical topics such as forestry, air quality, greenhouse gas emissions, biological resources, and/or noise, requiring quantitative assessments, Psomas will offer to provide a budget augment for the said assessments.

Subtask 3.2.2 Assumptions

- Qualitative analysis will be conducted at this preliminary planning stage for all CEQA resource areas.
- No quantitative modeling or other analysis will be conducted at this preliminary planning and road alignment conceptual development stage.
- For those topical areas where there is not enough available information to fully assess a resource as defined by CEQA Statute, the IS resource section will include a discussion of what additional data needs exist to conduct a full analysis, what types of field data gathering and assessments are recommended, and what corresponding regulatory permits and permissions would be associated with the resource area.

Subtask 3.2.2 Deliverables

- Electronic Copy (Word and PDF with exhibits) of the Administrative Draft IS

Subtask 3.2.3 Final Draft Initial Study

Following review of the Draft IS by BKF Engineers and the County, Psomas will revise the document to address the comments. This task anticipates that comments received would require only one set of revisions (if additional rounds of review are requested, a budget augment will be required). Upon completion, Psomas will submit the Final Draft IS to BKF Engineers for delivery to the County. It is expected that this Draft Initial Study will serve as a foundation for future field studies and in-depth analyses required to comply with CEQA standards and regulatory permitting requirements.

Subtask 2.3 Deliverables

- Electronic Copy (Word and PDF with exhibits) of the Final Draft IS

PROJECT SCHEDULE

This SOW assumes an approximate six-month schedule for development of Draft IS, beginning in August/September 2025 when initial conceptual designs of road alignment become available,

and ending in February/March 2026. Monthly Project team meetings are anticipated to occur prior to work on the Draft IS to support early planning alternatives decisions. Psomas will work diligently and coordinate closely with BKF Engineers and the County to confirm the Draft IS is completed efficiently, on time, and within budget. All time-saving approaches will be utilized.

The Project will be initiated upon receipt of notice-to-proceed and the signed contract.

Task 4 – Geological Analysis

As part of the planning-level feasibility assessment, Crawford and Associates will perform a desktop geological analysis of the East Hills Evacuation Route project area. This analysis will utilize existing geologic maps, soils data, topographic information, aerial imagery, and publicly available geotechnical reports to identify potential geologic hazards and constraints along the proposed alignment. Key considerations will include slope stability, landslide risk, subsurface conditions, and erosion potential. The objective of this task is to flag areas that may present constructability challenges or require further geotechnical investigation during later design phases. Findings from the analysis will inform route refinement, cost estimates, and environmental review, and will be summarized in a brief technical memorandum with supporting exhibits.

Task 5 – Stakeholder Outreach

Task 5.1 - Cooperative Efforts

The BKF team will coordinate with the Mendocino County Planning Department to schedule and facilitate individual meetings with key agency stakeholders, including CAL FIRE Mendocino Unit, Ukiah Valley Fire Authority, Mendocino County Sheriff's Office, Office of Emergency Services, Department of Transportation, and the Executive Office. BKF will prepare meeting agendas and document key discussion points through meeting minutes for each session. The primary objective of these meetings is to solicit agency feedback on the initial route concept depicted in Figure 1.3. This input will be reviewed and evaluated for incorporation into the refined design alignment. Final determination on the inclusion of specific agency comments will be made by the Mendocino County Planning Department, based on project objectives and feasibility.

Task 5.2 - Landowner Outreach

BKF will lead a landowner outreach listening session to gather input on the proposed evacuation route. In coordination with the County, BKF will prepare the meeting agenda and provide meeting minutes documenting stakeholder feedback. A large-format version of Figure 1.3 will be displayed during the session to facilitate discussion and visualization of the conceptual alignment. It is assumed that the County will be responsible for securing the meeting venue and selecting the date and time in coordination with BKF. The County will also handle public notification and outreach for the event. The purpose of the meeting is to engage local stakeholders, solicit valuable input, and raise public awareness about the importance of evacuation planning and wildfire emergency preparedness.

TASK 6 – Land Surveying

Task 6.1- Establishment of Project Survey Control: BKF will perform a Control Survey and establish project control. Horizontal control will be based on California Coordinates System of 1983 (CCS83) relative to California Spatial Reference Network by static GPS observation. Vertical coordinates will be relative to the North American Vertical Datum of 1988 (NAVD88) as referenced to local benchmarks. BKF will establish suitable off-site survey control for use during the preparation of Aerial Topographic Survey. Semi-Permanent control points such as mag nails with washers and cut crosses will be set at the project site as aerial survey targets. BKF will set the aerial topographic survey control points, which will be located outside the project site and will be used by our sub-consultant as control for the initial base mapping.

Task 6.2 - Topographic Field Survey and Mapping: Simultaneous to conducting the field reconnaissance discussed above, BKF will provide the field work to prepare a complete Topographic Map for a 200' swath centered on the provided evacuation route. BKF will gather available public data and plans for the site and its surrounding improvements. The topographic survey will be comprised of the following:



- a. **Aerial LIDAR Survey** – BKF and its subconsultant will prepare a digital aerial LIDAR topographic map of the site. This will include a simultaneous collection of aerial imagery at a 4cm resolution and a LIDAR point Cloud to be collected with an average 35 points per square meter for the site limits.

A final hard copy of the Aerial Topographic Map and a color digital ortho-corrected photo will be provided. The Aerial Topographic Map will be in digital AutoCAD format. The photo enlargement will be provided in a tagged image file (tif) format. The image will be Geo Referenced to the aerial survey so as to be on the same coordinate basis.

- b. **Mapping** - BKF will produce the mapping in a reproducible hard copy and electronic format. The signed hardcopy Topographic Map will be an instrument of service. Electronic mapping will be completed in an AutoCAD format and can be transferred and used by other team consultants for their work, as a courtesy.

- 1) The mapping is anticipated to be compiled at maximum scale 1" = 40' with a 1-foot contour interval, and will be comprised of identified visible site features such as roadways, pavements, evidence of significant traveled ways, walls, fences, and visible utility infrastructure. We will obtain a succession of spot elevations to define the general terrain of the project limits.

BKF will add available Mendocino County GIS Assessor Data Linework for overall base mapping. Assessor data will not be sufficient for establishing right of way or boundary lines but will be used as a general planning tool for Task 3 above.

Task 6.3 - Boundary Research

BKF has allotted 40 hours of boundary research for the project area to collect survey records and maps pertaining to the subject area. Research will be limited to documents easily locatable in the public record including record maps, unrecorded maps, and deeds. Research will be provided to the client in an overall package containing PDF documents.

Task 6.4 - Ownership Labeling

BKF has allotted 40 hours of drafting time to label assessor and ownership information of adjoiners along the preliminary route. Labeling will be including easily accessible information including assessor parcel number, owner name, and recording document information. Labeling will be added to the base mapping provided in the base scope of services.

I. ASSUMPTIONS AND LIMITATIONS

BKF has specifically excluded the following items and/or services from our scope of services. These items should be considered and can be provided by BKF. If requested, we can provide an additional fee to have us include them as part of our services when the time is appropriate. We reserve the ability to retain sub-consultants to provide some of these services, if necessary.

- Additional services beyond the scope of work described above.
- BKF makes no guarantees of accuracy or completeness of GIS assessor data.
- Only areas unobstructed from the aerial data collection will be mapped.
- Visible surface evidence of utilities will be shown and labeled in generic terms (e.g. utility structure). Specific identification of utilities is excluded.
- Any project meetings that do not pertain directly to the effective execution of the scope of work defined above.
- Topography checks and calculations of quantities for site balance or removals.
- The checking of concrete, forms, or structures is not included in this scope.



- Any as-builts (other than those explicitly outlined above) of features existing conditions or existing structures.
- Any offsite or permit work not shown on referenced drawings.
- City & County checking and recording fees are not included as part of this scope & fee
- Boundary surveying, Legal descriptions, plats for easements, and/or dedications (public or private) are specifically excluded.
- BKF to be provided a client liaison with notice to proceed, who can work with our Project Manager to coordinate access to the project areas.
- Client to provide notice to Owners for access for setting of Aerial Panels.

BKF's services shall be limited to those expressly set forth above. BKF shall have no other obligations or responsibilities for the project except as agreed to in writing, or as provided under this scope of services. BKF's services shall be provided consistent with and limited to the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

Deliverables:

1. Survey Control Report Stamped by a California Licensed Land Surveyor
2. Topographic PDF mapping stamped by a California licensed Land Surveyor
3. An Autodesk Civil 3D .DWG file containing the topographic mapping.
4. A .LAS file containing the Point Cloud Data collected during the LIDAR mapping
5. A .TIF file containing the orthorectified imagery.

Task 7 – Revenue Generation Analysis (Grant Writing Scope)

BKF's Grants and Funding Strategy team will lead the development of the **Zone of Benefit and Revenue**

Generation Analysis Memorandum. Our approach will include:

- **Parcel Identification:** Work with County GIS and assessor data to identify parcels that would benefit from the proposed evacuation route improvements.
- **Funding Mechanism Evaluation:** Research and analyze local revenue generation options, including the feasibility of a Zone of Benefit, special assessments, or other mechanisms allowed under California law.
- **Assessment Modeling:** Provide estimates of potential tax or assessment revenue based on parcel types, benefit levels, and statutory guidelines.
- **Memorandum Preparation:** Prepare a clear, actionable memorandum summarizing the methodology, revenue projections, and recommendations, suitable for use in public meetings, Board discussions, and future funding applications.

This work will be completed in close collaboration with County staff, project engineers, and financial consultants, as needed, to ensure alignment with broader planning and fiscal strategies.

Grant Writing Support for Construction and Maintenance Funding

In addition to the Revenue Generation Analysis, BKF's Grants and Funding Strategy team will support the County in identifying and pursuing grant funding opportunities to offset construction and maintenance costs associated with the evacuation route. Our scope includes:

- **Funding Landscape Review:** Identify and evaluate local, state, and federal grant programs that support wildfire resilience, evacuation planning, and rural infrastructure improvements. Likely sources include:
 - FEMA's Hazard Mitigation Grant Program (HMGP)
 - FEMA's Building Resilient Infrastructure and Communities (BRIC)
 - CalFIRE's Fire Prevention Grant Program
 - Community Development Block Grant (CDBG) – Mitigation and Resilience set-asides



- Statewide Park Development and Community Revitalization Grant (if applicable for trail/multiuse components)
- USDA Rural Development – Community Facilities Grant Program
- **Grant Strategy Development:** Create a multi-phase funding strategy that integrates grant funding with local mechanisms like a Zone of Benefit, which can be used as a match or long-term sustainability element.
- **Zone of Benefit Alignment:** Ensure proposed grant strategies complement the revenue generation approach and demonstrate fiscal sustainability in compliance with grant program guidelines.

BKF's grant writing team will coordinate closely with County staff and project partners to position the project competitively and ensure long-term funding success.

