

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT
BROOKTRAILS SECOND ACCESS PROJECT
PROJECT APPROVAL & ENVIRONMENTAL DOCUMENTS AND
PLANS, SPECIFICATIONS, & ESTIMATES**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Conzor North America, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

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

WHEREAS, COUNTY desires to obtain CONSULTANT for its Professional Engineering Design Services; and,

WHEREAS, CONSULTANT 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 CONSULTANT to provide the services described in Exhibit A, and CONSULTANT 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

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 December 31, 2027.

The compensation payable to CONSULTANT hereunder shall not exceed Five Million Six Hundred Seventeen Thousand Dollars (\$5,617,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW: Transportation

Howard N. Dashiell 4/4/24
HOWARD N. DASHIELL, Director DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 3041

Line Item: 2184

Grant: ☒ Yes ☐ No

Grant No.: LTCAP-5910(144)

CONSULTANT/COMPANY NAME

By: [Signature]
Date: 4/10/2024

NAME AND ADDRESS OF CONSULTANT:

Consort North America, Inc.
11017 Cobblerock Drive Suite 100
Rancho Cordova, CA 95670

COUNTY OF MENDOCINO

By: Maureen Mulheren
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 04/23/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 04/23/2024

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: [Signature]
Deputy 04/23/2024

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 04/10/2024

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: 04/10/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 04/10/2024

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

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONSULTANT:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent CONSULTANT. CONSULTANT 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 CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT 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.

CONSULTANT 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 CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT 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 CONSULTANTS and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONSULTANT 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 CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT 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), CONSULTANT 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 that arise out of, pertain to, or relate to the CONSULTANT's negligence, recklessness, or willful misconduct in performing professional services under this Agreement. CONSULTANT shall also, at CONSULTANT's own expense, defend the COUNTY against any action or suit brought against COUNTY founded upon any claim, action or proceeding which is based upon the work or provision of services undertaken pursuant to this Agreement. The duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code section 2778, and is subject to any limits provided for in Civil Code section 2782.8. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. CONSULTANT's negligence, recklessness or willful misconduct includes the negligence, recklessness and willful misconduct of CONSULTANT's officers, employees, agents and subconsultants.
3. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT 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 CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subCONSULTANTS similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subCONSULTANTS' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONSULTANT 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. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT'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 CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT 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 CONSULTANT's sub-CONSULTANT, if any; (3) name and address of CONSULTANT'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. CONSULTANT 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 CONSULTANT as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONSULTANT for any reason, CONSULTANT 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 CONSULTANT under this Agreement or any other Agreement.

In the event CONSULTANT 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, which disallowance is due to the actions or omissions of CONSULTANT, the CONSULTANT 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 CONSULTANT under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONSULTANT 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 CONSULTANT.
8. OWNERSHIP OF DOCUMENTS: CONSULTANT 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 CONSULTANT, the CONSULTANT's subCONSULTANTS or third parties at the request of the CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT 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, CONSULTANT 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 CONSULTANT'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 CONSULTANT 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
Department of Transportation
340 Lake Mendocino Drive
Ukiah, CA 95482
Attn: Alicia Winokur, Deputy Director

To CONSULTANT: Consor North America, Inc.
11017 Cobblestone Drive, Suite 100
Rancho Cordova, CA 95670
Attn: Jason Jurens, Project Manager

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: CONSULTANT 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: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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 CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT'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 CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONSULTANT, 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: CONSULTANT 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: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONSULTANT shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONSULTANT shall file copies of same with the County Executive Office.
- CONSULTANT represents and warrants to COUNTY that CONSULTANT and its employees, agents, and any subCONSULTANTS 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 CONSULTANT 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 CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT 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 CONSULTANT 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 CONSULTANT with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONSULTANT 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. CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT without cause at any time upon giving to the CONSULTANT 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 CONSULTANT's work, the CONSULTANT 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 CONSULTANT for its Professional Engineering Design Services shall not exceed \$5,617,000 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 CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'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: CONSULTANT 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 CONSULTANT 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 CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT 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. CONSULTANT 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: CONSULTANT 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 subCONSULTANT(s).
 - c. CONSULTANT shall remain fully responsible for compliance by its subCONSULTANTS with all the terms of this Agreement, regardless of the terms of any Agreement between CONSULTANT and its subCONSULTANTS.
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 WARRANTY:** CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT 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 CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this Agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT 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 CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT 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:** CONSULTANT shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONSULTANT 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 CONSULTANT's profession. COUNTY has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT 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 CONSULTANT's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONSULTANT'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 CONSULTANT to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONSULTANT 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

CONSULTANT shall provide the following services:

The following is the proposed *Scope of Work* and understanding of the tasks required for Mendocino County Department of Transportation (MCDOT) project number B2401, the "Brooktrails Second Access."

It is understood that the services covered under this contract are design professional services and will be performed under the responsible charge of a Registered Engineer in the State of California. It is also understood that all work performed under this contract is considered to be performed by CONSULTANT, whether it be by CONSULTANT or a subCONSULTANT under contract to CONSULTANT.

All work shall be performed under the guidance of the *Local Assistance Procedures Manual* and the *Local Assistance Program Guidelines* as well as all current design standards applicable to the project.

The attached *Scope of Work* shall include all work required to complete the Project Approval and Environmental Document (PA&ED) phase as Allocation 1, including but not limited to all documents and studies required to satisfy the NEPA and CEQA processes and those required for preliminary engineering plans, 65% complete.

Final scope and cost for completion of the Plans, Specifications, and Estimate (PS&E), Allocation 2, will be finalized with a contract amendment upon receiving grant funding

SCOPE OF WORK

This following scope of work for the Brooktrails Second Access Project will be implemented in two allocations based on the Local Transportation Climate Adaptation Program Guidelines. Allocation 1 corresponds to the Project Approval & Environmental Document (PA&ED) phase while Allocation 2 corresponds to the Plans, Specifications, and Estimate (PS&E) phase. The following Scope of Work is for the PA&ED phase. Once the PA&ED phase is completed, the PS&E phase Scope of Work and budget will be added via an addendum to the contract.

PA&ED includes the preliminary engineering, technical reports, and environmental clearance tasks leading to an approved environmental action for the project. This constitutes the Project Approval/Environmental Document (PA/ED) phase. PS&E includes the completion of construction contract documents, right of way clearance, and permits necessary to advertise the project for construction. Optional tasks are shown within this scope and would be exercised by Mendocino County. Design support during construction (DSDC) will be determined by Mendocino County after contract documents have been completed.

Alignment I-H has been used for the development of this scope of work. In the absence of selection of the preferred alternative, Alignment I-H would represent the maximum level of effort required by the consultant team. Additional considerations for the analysis of Alignment A and the FirCo Alignments have been included in the PA&ED phase of this scope.

Plans will comply with Caltrans Standard Plans and Specifications and County Standard Details and Specifications where applicable. Plans will be prepared in accordance with the Caltrans Plans Preparation Manual and CADD user manual utilizing Caltrans CADD consultant resource files and guidance. All plans and Reports will bear the stamp and signature of the responsible engineer in charge (registered in the State of California).

PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED)

TASK 1 – PROJECT MANAGEMENT

Task 1.1 – Initiate Project

Task 1.1.1: Kick-Off Meeting

Conсор will coordinate a kick-off meeting with the County, Caltrans, the Conсор team, and any other project stakeholders. This meeting will result in an understanding amongst the project stakeholders as to the project scope and schedule. Major project issues that have already been identified by project stakeholders will be shared at this meeting.

Task 1.1.2: Preliminary Research

Conсор will obtain pertinent existing information from developers, local, state, and federal agencies including, but not limited to the County and Caltrans. This includes, but is not limited to existing right-of-way maps, available mapping showing roadway and topographic features, traffic and collision data, roadway as-built plans, existing drainage facilities with maintenance history, pavement conditions and recommendations for repair, and utility information within the project limits. Conсор will also obtain pertinent existing information on other planned projects by the County, and developers within and immediately adjacent to the project limits for project compatibility and coordination purposes.

Conсор will prepare and obtain approval of a Caltrans Encroachment Permit for the PA&ED phase of the project to allow our team access within the Caltrans Right of Way.

Task 1.1.3: Field Investigation

An initial field review with the County Project Manager, the Conсор Team, and other project stakeholders as directed by the County will be held to review the proposed project to highlight and record significant project features. At this time, existing roadway features, such as existing pavement condition and condition of drainage facilities, will be reviewed for upgrades as needed.

Deliverables:

- Kickoff Meeting Agenda and Minutes
- Field Review Notes

Task 1.2 – Coordination

Task 1.2.1: Point of Contact

Jason Jurrens, PE will be the single point of contact for maintaining liaison and coordination throughout the project with County's Project Manager and other team leaders.

1.2.2 Project Title

In reference to the project in any forms or formal written materials, Conсор shall use the project title of: Brooktrails Second Access Project, B2401.

1.2.3 Project Coordination with County

Conсор will coordinate with County through phone conversations, emails, written memoranda, fax etc.

1.2.4 Project Work Plan

Conсор will develop, maintain, and implement a detailed work plan that includes project goals and objectives, roles and responsibilities, a communication plan, project controls, scope and deliverables, schedule and budget, and the Conсор's Quality Control Plan.

1.2.5 Project Schedule

Conсор will develop a project schedule outlining tasks and subtasks to be performed. The Project Schedule will include Conсор's internal Quality Control process and designated County review of submitted documents. Conсор shall update the Project Schedule as necessary, but by the third week of March, June, September, and December at a minimum. Conсор will be included in the distribution of all schedule updates. These may be included with monthly billing.

1.2.6 Budget Management

Conсор will maintain and manage Conсор team's schedule and budget and sub-consultant contracts.

1.2.7 Periodic Reports

Conсор will submit monthly progress reports. Progress reports will include status of services by task breakdown; problems encountered; percent of services complete as of the date of the progress report; and discussion of schedule changes, work products, issues currently being addressed, and other items of interest as applicable.

All changes to the project schedule will be approved by the County Project manager. The County Project Manager will be as designated by the Contract Administrator.

1.2.8 Invoices

Conсор will prepare monthly invoices in accordance with Exhibit B, Payment Terms, of this agreement.

Task 1.3 – Project Team Meetings

Conсор with guidance from the County will facilitate the formation of a Project Development Team (PDT) to be used as needed throughout the project delivery process. The PDT will bring together project sponsors, stakeholders, and interdisciplinary technical experts at key points in the project delivery process to assure that decision makers are provided with the information needed to make the best project decisions in a timely manner. The PDT will include representatives from the County, Caltrans, technical personnel from the Conсор team, and other parties that the County believes could provide expertise and help expedite the process. Conсор will schedule PDT meetings once every month through the life of the project. The Project Manager, Project Engineer and the County staff will attend all team meetings. Conсор will prepare the meeting agendas in consultation with the County, distribute the agenda prior to the meeting date, arrange for appropriate participants to attend, and distribute meeting minutes to the participants within five working days after meetings. Conсор will coordinate with County through phone conversations, emails, written memoranda, fax etc. Conсор will attend meeting in the MCDOT offices as required.

Attendance at one (1) project kick-off meeting in Ukiah and one (1) Caltrans field review by the Conсор Project Manager in Mendocino County (assumed to be one day); attendance at up to eight (8) PDT in-person meetings in Ukiah and up to forty-eight (48) bi-weekly conference calls.

Task 1.4 – Public Outreach (OPTIONAL)

Green DOT and Conсор with input from the County plan and conduct a series of community meetings. Community outreach can demonstrate the need for the community through public meetings, pop-up events, and project surveys. An open line of communication with key stakeholders will guide us in identifying the present and future needs of the County. We will partner with the County to determine a list of key stakeholders to communicate and meet with that include but are not limited to the following:

- Caltrans
- Local and regional agencies
- Community groups
- Various Chamber of Commerce
- Tribal governments
- Community Services Districts

Outreach will come in the form of ongoing community awareness through regularly scheduled community meetings. The Conсор Team will be building off of an existing foundation of regular meetings and stakeholders. Our project team recommends a

standalone project website and social media platform to ensure current information is being presented in a clear and transparent manner. This foundation will also serve as a public feedback loop with a map based interactive comment function.

We will plan, organize, advertise and facilitate a community event that brings the community together to discuss the project and solicit feedback.

Deliverables:

- Meeting agendas
- Meeting materials (graphics, visual aids, and other presentation items)
- Updated Issue/Action Item/Decision Log
- Updated Project Schedule
- Meeting Minutes within 1 week of meeting
- Public Outreach Plan
- Project Website

Task 1.5 – Value Analysis (OPTIONAL)

The Consor Team will develop a Value Analysis study that satisfies the requirements for federal funding. The required services are to lead a VA study of the above-described project. The scope of the work shall include, but is not limited to, the following:

- Provide a leader to lead a VA study in accordance with Caltrans value methodology.
- Provide VA study documentation.
- Provide VE study documentation in accordance with Mendocino County guidance.
- Ensure that applicable data and correspondence and any other relevant information necessary for the VA study is collected, developed, and distributed.
- Facilitate VA Team Meetings.

The VA Team Leaders are responsible for the following:

- Develop the Draft VA Study Charter (Attachments A, B, and C per the Caltrans Team Guide).
- Leading VA study. Participants should include the Project Manager, Consor, Mendocino County, Caltrans, project development team staff, and key outside project stakeholders (local transportation agencies, local government, and permitting agencies).
- Complete the Preliminary VA Study Report with input/review of VA Team and technical reviewers in accordance with the VA Report Guide – Third Edition and with the following items:
 - A distribution list for the VA reports must be developed with the Project Manager.
 - Submit Preliminary VA Study Report as an electronic copy; no more than 2 weeks following Initial VA Presentation, as specified in the report distribution list.
- Coordinate with Mendocino County on the project stakeholders' responses to the Preliminary VA Study Report and prepare for an implementation meeting to resolve the disposition of the VA alternatives and finalize the VA study reportables (costs, performance, and value indices).
- Submit Final VA Study Report no more than 3 weeks following VA Final Presentation. Final VA Study Report will be an electronic copy in PDF format.

Deliverables:

- Value Analysis Study

TASK 2 – ENVIRONMENTAL STUDIES AND DOCUMENTATION

Stantec proposes to provide environmental support services to the County for this project as a subcontractor to Consor. The following scope of work (SOW) includes the base tasks that Stantec anticipates will be needed based on our substantial experience with similar Caltrans District 1 Office of Local Assistance Projects, our understanding of this project, and our understanding of the environmental setting in the project area. We also have included optional tasks that may be needed based on the outcome of the field review with Caltrans.

Project Management and Coordination

Task 2.1 - Kick-Off Meeting

The Stantec Project Manager will attend a project kick-off meeting with the County and Consor. Stantec will draft a preliminary environmental studies (PES) form for the project for discussion at the meeting (see Task 1.1.1). This meeting can include a cursory inspection of the preliminary project footprints and draft Area of Potential Effect (APE) map (provided by Consor). It is anticipated that meeting participants will discuss the following: key action items for field review with Caltrans; initial identification of issues; scope of technical studies; approaches to CEQA/NEPA compliance; and schedule for submittals.

Task 2.2 - Field Review

Stantec will prepare the draft PES form, including the Visual Impact Screen Checklist, for the proposed project and submit these items to the County and Consor for initial review and comment. Consor will provide Stantec with all maps (including any GIS data), plans, project descriptions, and programming information needed to complete the forms. Stantec will revise the PES form and visual checklist to address comments provided by the County and Consor and prepare up to five (5) copies of the revised draft documents for the Caltrans field review meeting.

Stantec's Project Manager will participate in the Caltrans field review meeting with the County, Consor, and Caltrans District 1 representatives at the project site to review the PES form including the Visual Impact Screen Check form, and APE map. It is anticipated that meeting participants will discuss each element of the PES checklist form, refine the APE limits, identify issues of concern and required technical studies, and come to agreement on the appropriate level of NEPA documentation (i.e., Categorical Exclusion supported by technical studies or Environmental Assessment). Once the review of the project site has been conducted and the checklist items have been discussed, the County and Caltrans representatives would review and sign the PES form. The PES form requires the reviewers to provide a preliminary opinion regarding the type of NEPA documentation required for the project.

Task 2.3 - Scope Verification

Stantec will revise the PES form based on comments provided by Caltrans District 1. If technical studies or a higher level of NEPA environmental compliance documentation not included in this SOW are determined by Caltrans to be necessary, Stantec will be prepare an amendment for review and approval by the County and Consor.

Task 2.4 - Establish Project Schedule

Stantec, as requested by Consor, will provide input on the environmental review process schedule, and identify key milestones and critical path items specific to the environmental tasks described herein.

Task 2.5 - On-Going Project Management/Progress Meetings

The goal of this task is to maintain an open line of communication between Stantec, County, Consor, other team members, Caltrans District 1 Local Assistance, and the appurtenant resource management agencies throughout the environmental review and regulatory permitting processes. This will be accomplished through a combination of frequent, informal communication via telephone calls and e-mails; attendance by the Stantec Project Manager at up to eight (8) in-person project development team meetings in Ukiah; participation in up to forty-eight (48) bi-weekly project development team meetings by the Stantec Project Manager and Assistant Project Manager and Task Leads via conference calls (assume one hour per call); and the submittal of periodic progress reports and pertinent written correspondence. The Stantec Project Manager and administrative staff will also manage the contract under this task.

Deliverables:

- Draft and Final copies of the PES form and its attachments (up to five (5) hard copies)
- Input on meeting agendas, meeting notes, and contacts list;
- Scope amendment (if necessary);
- Input on project schedule;
- Emails summarizing conversations;
- Project updates

Meeting(s):

- Attendance at one (1) project kick-off meeting in Ukiah and one (1) Caltrans field review by the Stantec Project Manager in Mendocino County (assumed to be one day); attendance at up to eight (8) PDT in-person meetings in Ukiah and up to forty-eight (48) bi-weekly conference calls.

Environmental Studies and Documentation

Task 2.6 - Prepare Biological Assessment for Northern Spotted Owl and Northwestern Pond Turtle

Habitat Assessment: Stantec will conduct a habitat assessment for northern spotted owl as follows:

- The habitat assessment will cover a 0.50-mile radius around the project site and consist of a site visit and review of aerial photography to determine if suitable nesting, roosting and foraging habitat for northern spotted owl and/or roosting/nesting habitat for marbled murrelet is present.
- Stantec will conduct an impact assessment for marbled murrelet and northern spotted owl following the USFWS guidance for Estimating Effects of Auditory and Visual Disturbance to Marbled Murrelet and Northern Spotted Owl using preliminary construction noise scenarios provided by Consor.
- The results of the habitat assessment, noise/visual impact assessment, and any initial agency coordination (USFWS, Caltrans) will be summarized in a brief memorandum. Protocol-level surveys for northern spotted owl are excluded from this scope of work.

If the results indicate that the proposed project has no effect or Caltrans verifies that the project meets the conditions of the programmatic biological opinion between the USFWS and Caltrans that covers both species, then this information will be provided in the NES report (Task 2.7) and no additional work is required with regards to northern spotted owl.

If consultation with the USFWS under Section 7 the federal Endangered Species Act is required and cannot be accomplished by tiering from the programmatic biological opinion between the USFWS and Caltrans, Stantec will prepare a biological assessment. Since federal funding would be required for the project, Caltrans District 1, as the designated non-federal representative by the FHWA, would serve as the federal lead agency for any required Section 7 consultation with the USFWS.

If preparation of a focused BA is necessary, Stantec will coordinate with Caltrans and USFWS, as appropriate, to review potential effects of the project on northern spotted owl and northwestern pond turtle and develop mitigation measures to avoid or minimize adverse project effects. The results of the habitat assessment, noise/visual impact assessment for northern spotted owl, and informal technical assistance correspondence with USFWS will be compiled in the BA. This BA will fully analyze the effects of the preferred project alternative (i.e., proposed action) on northern spotted owl and northwestern pond turtle and will be prepared prior to completion of the NES. The document will include the following sections: introduction, consultation to date, description of proposed action including area, species considered and life history needs, environmental baseline, direct and indirect effects of the proposed action, cumulative effects, conclusion and determination, mitigation recommendations, and references. Stantec will also coordinate with Consor and the County, as necessary, to assist Caltrans District 1 Local Assistance and USFWS with the required federal endangered species consultation process.

Deliverable:

- Electronic copies (PDF) of administrative draft, revised draft, and final habitat assessment memo BA.

Meeting(s):

- Site meeting with resource agencies (Caltrans, CDFW, and USFWS)

Subtask 2.7 - Prepare Biological Assessment/Essential Fish Habitat Assessment for Listed Salmonids

Stantec will coordinate and attend a technical assistance meeting and a site visit with Consor, County staff, Caltrans District 1, NMFS, and CDFW staff. The purposes of the meeting are to discuss the study area, construction methodologies/design options, impact, avoidance and minimization strategies, identify potential agency concerns, project communication protocol, and schedule for submittals. Based on the relevant issues raised and the outcome of this meeting, Stantec will conduct a field visit and characterization of aquatic habitat within Mill Creek and Upp Creek, including approximately 750 feet upstream and downstream of the proposed new bridge. Note – If there is private property within the study area, Stantec will only survey those areas where permission has been granted to the County by the property owner. The characterization will include extent of suitable anadromous salmon spawning and rearing habitats within the affected river reach.

Since federal funding would be required for the project, Caltrans District 1, as designated by FHWA, would serve as the federal lead agency for Section 7 ESA consultation with NMFS. Consultation with NMFS will also be required under Section 305(b)(2) of the Magnuson-Stevens Fishery Conservation and Management Act with regard to essential fish habitat (EFH) for Pacific salmon. Stantec will prepare a combined BA/EFHA and coordinate with the County, Caltrans, and NMFS, as necessary, to assist with the required federal endangered species and EFH consultation processes. This BA/EFHA will fully analyze the effects of the proposed action. The BA/EFHA will be focused to address project impacts to Northern California steelhead Distinct Population Segment (DPS) and critical habitat (CH), California Coastal evolutionarily significant unit (ESU) Chinook salmon and CH, and Southern Oregon/Northern California ESU Coho salmon and CH. The document will include the following sections: introduction, consultation to date, description of proposed action including the action area, species considered and life history needs, environmental baseline, effects

of the proposed action (including hydro-acoustical effects associated with pile-driving activities, Task 2.3), cumulative effects, conclusion and determination, recommendations for mitigation, an EFHA discussion, and references.

A copy of the Administrative Draft BA/EFHA will be provided to Consor and the County for review and comment. Stantec will address comments and submit a Draft BA/EFHA to the County for circulation to pertinent resource agencies (i.e., Caltrans, NMFS, and CDFW). If necessary, Stantec will prepare a Final BA/EFHA which addresses comments from Caltrans. Stantec will also coordinate with NMFS, as necessary, to assist the County and Caltrans with the required federal endangered species act consultation process. In requested, Stantec will coordinate with the County and CDFW to ensure that the BA/EFHA will support issuance of a CESA 2080.1 consistency determination by CDFW. Stantec will prepare a draft consistency determination request letter for the County to finalize and submit to CDFW.

Deliverable:

- Electronic copies (PDF) of administrative draft, revised draft, final BA; and draft consistency determination letter.

Meeting(s):

- Site meeting with resource agencies (Caltrans, CDFW, and USFWS)

Task 2.8 - Conduct Hydroacoustic Analysis (Optional)

If pile-driving activities are required for construction of the new bridge, Stantec will conduct a hydroacoustic impact analysis using pile driving and geotechnical data provided by Consor. The analysis will be conducted in accordance with the recently adopted "Technical Guidance for Assessment and Mitigation of Hydroacoustic Effects of Pile Driving on Fish" (Caltrans. November 2015). As part of the analysis, Stantec will use the NMFS Pile Driving Calculations model to assess the potential impacts of pile-driving activities. Use of this model requires the input of parameter values for similarly driven piles under similar environmental conditions obtained from the primary scientific literature, agency reports, and mitigation monitoring reports. Stantec will review Appendix 1 of the Hydroacoustic Guidance Document, which is a Compendium of Hydroacoustic Data, to identify relevant information that best matches the proposed project. Once selected data are identified, Stantec will contact the Caltrans District 1 biologist and NMFS biologist assigned to the proposed project to confirm that the data are appropriate for use for the project. This information will be used to evaluate potential acoustic effects of pile driving and associated sound levels on all life stages of salmonids. The results of the analysis will be incorporated into the BA/EFHA (Task 2.2).

Deliverable:

- Will be part of Task 2.2, BA/EFHA

Meeting(s):

- Site meeting with resource agencies (Caltrans, CDFW, and USFWS)

Task 2.9 - Bat Survey (Optional Task)

If determined to be necessary based on findings made during the initial habitat assessment, Stantec biologist(s) will conduct a daytime visual survey to determine if there are any places where bats may roost in the Biological Study Area (BSA). If practicable, all potential roost sites will be visually inspected to determine if bats are present, and if so, will attempt to identify the species. The visual inspection will include a thorough search for urine staining and/or guano deposits on the roosting trees within the proposed roadway alignment. If a visual inspection is not practicable due to the physical location of the potential roost, a focused survey will be conducted during dusk hours (e.g., one hour before sunset - two hours after sunset) to look for bats entering or leaving the site. The dusk survey will be conducted during the season when a maternity colony could be present (e.g., spring-summer). The results of the survey will be summarized in a technical memorandum and incorporated into the NES. Note – Use of acoustic bat detectors is excluded from this scope of work.

Deliverables:

- Electronic copy (PDF) of the technical memorandum.

Meeting(s):

- Not applicable

Task 2.10 - Tree Survey (Optional Task)

If required, Stantec will conduct a single-visit survey of the project BSA to identify and map trees with a 6-inch diameter at breast height (dbh) or larger, using preliminary tree mapping data provided by Consor's licensed surveyor. Trees with a 2-inch dbh or larger will be mapped in riparian habitat that may be subject to a Lake and Streambed Alteration Agreement under the California Department of Fish and Wildlife. Stantec will identify the species, collect each dbh (2-inch dbh or 6-inch dbh or larger trees depending on habitat type), estimate overall tree heights, assess general tree health and vigor, and determine the ecological quality of treed habitat (as evidenced by wildlife use, grove size, and connectivity to other habitats). Any trees missed by the licensed

surveyor will be mapped using GPS and character data will be collected as previously described. Map(s) will be created using GIS software that will depict tree or grove locations, as applicable, relative to the BSA. Stantec will prepare a qualitative characterization report describing methodology used for the inventory, the species, size, health and vigor, general aesthetic quality, ecological quality, proximity to proposed project activities, recommendations for tree preservation within the BSA, and the local significance and functional role of trees located within the BSA. The tree survey results will be summarized in a technical memorandum and incorporated into the NES.

Deliverables:

- Electronic copies (PDF) of administrative draft, revised draft, and final of the tree qualitative characterization report.

Meeting(s):

- Not applicable

Task 2.11 - Conduct Aquatic Resources Delineation

Stantec will conduct a delineation of aquatic resources and prepare a report for submittal to the U.S. Army Corps of Engineers (USACE) for verification in support of Clean Water Act permitting. The delineation will entail a review of aerial imagery, topographic maps, and available wetlands data; a field survey to delineate the boundaries of potential federal jurisdictional waters and state jurisdictional waters within the project area using methods prescribed by the USACE; and preparation of a report. The ordinary high-water mark of Upp Creek, Wild Oat Canyon Creek, and any other bed-and-bank drainage features will be delineated. Maps will be prepared using geographic information systems technology on base topographic maps or aerial imagery provided by the County or Consor. The report will include background information, data sheets, a delineation map (minimum scale of 1"=200') and the results of the delineation. Following incorporation of comments provided by the County and Consor into the report, Stantec will submit the report to Caltrans District 1 for review and approval. Following approval by Caltrans, Stantec will submit a copy of the report to USACE (San Francisco District) along with a written request for verification for approval from the USACE on behalf of the County and Caltrans.

Deliverables:

- Electronic copies (PDF) of administrative draft, revised draft, and final aquatic resources delineation report

Meeting(s):

- Attendance by a Stantec wetland scientist at one (1) field meeting with a USACE representative to verify the delineation, if required

Task 2.12 - Prepare Natural Environment Study Report

Stantec will prepare an NES report in accordance with the Caltrans Standard Environmental Reference (Chapter 14) using the Caltrans template (<http://www.dot.ca.gov/ser/forms.htm>). The NES will characterize biological resources in the BSA and vicinity; assess project impacts on biological resources; identify general mitigation measures, if necessary; summarize the results of other biological studies; and discuss the status of any required agency consultations. Preparation of the NES will entail:

- Coordinating with resource agencies, including CDFW and USFWS, and to request formal lists of special-status species having the potential to occur in the project vicinity;
- Reviewing the California Natural Diversity Database (CNDDb) and California Native Plant Society (CNPS) databases;
- Conducting a reconnaissance-level field investigation of the BSA, including an assessment of habitat for special-status wildlife and vegetation mapping;
- Conduct a daytime visual survey to assess potential bat habitat, and determine if there are any places where bats may roost;
- Conducting a two-visit botanical survey of the BSA during Spring and Summer 2025 in general accordance with the Protocols for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Sensitive Natural Communities (California Department of Fish and Wildlife 2018). The timing of the surveys will correspond with the blooming period (i.e., temporal period when unique floral structures are present and identifiable) for special-status vascular plant species having the potential to occur in the BSA. The actual survey times may vary depending on the progression of environmental parameters (e.g., rainfall, temperature patterns);
- Summarizing the findings of a protocol-level botanical survey, including any special-status plant occurrences and any noxious weed species populations (to ensure that the project complies with Federal Executive Order 13112 – Invasive Species);
- If implemented, summarizing the findings of the turtle and spotted owl habitat assessments described in Subtask 2.1, the bat survey described in Subtask 2.4, and the tree survey described in Subtask 2.5;
- Summarizing the aquatic resources delineation (conducted under Subtask 4.4);

- Summarizing the results of the BA (Subtask 2.1) and BA/EFHA (Subtask 2.2) and ESA consultations with USFWS and NMFS;
- Preparing maps showing the locations of significant biological resources, including observations of special-status species, sensitive natural communities, or trees (Subtask 2.6); and
- Evaluating impacts on jurisdictional waters using the project-based site plans and wetland impact calculations provided by Consor; providing recommendations for avoidance, minimization, and mitigation measures, and preparing the Wetlands Only Practicable Finding – Alternative finding pursuant to Executive Order 11990, Protection of Wetlands.

An internal draft NES will be submitted for review to the County and Consor. After the County and Consor comments are addressed, Stantec will submit a draft NES for review by Caltrans. Stantec will address comments provided by Caltrans and submit a final NES report for Caltrans' review and approval.

Deliverables:

- Electronic copies (PDF) of administrative draft, revised draft, and final Natural Environment Study reports

Meeting(s):

- Not applicable

Task 2.13 - Prepare Visual Impact Assessment (Optional Task)

A visual impact assessment (VIA) – moderate level report will be prepared that qualitatively analyzes the potential effects of a new roadway and bridge within the viewshed of Willits and viewers travelling along State Route 20 and Highway 101 Bypass. This study will generally follow the guidance outlined in Visual Impact Assessment for Highway Projects (FHWA, 1981) and focus on potential impacts of replacing the existing bridge to the aesthetic environment and be limited to a site reconnaissance to assess the scenic landscape units and view sheds, identify and map visual assessment units, and key observation points; photo-documentation of key public observation points and viewing areas (e.g., views from local roads, Willits residences, and along State Route 20 and Highway 101 Bypass); and a consistency review of the Mendocino County General Plan and Brooktrails Specific Plan to determine pertinent planning goals, policies, and objectives to protect visual resources and to identify anticipated viewer groups. If required, up to two detailed computer simulation (provided by Consor) of various roadway and bridge design options will be included in the VIA. A draft VIA report will be submitted to Consor and the County for review and approval. The VIA report will include the following sections: purpose of study; project description; project location and setting; assessment method; visual assessment units and key view; visual resources and resource change; viewers and viewer response (views to and from the bridge); visual impact (by visual assessment unit); project visual impact summary; cumulative visual impact; and avoidance, minimization and/or mitigation measures; and conclusions. Stantec will incorporate any comments and prepare a revised report for submittal to Caltrans District 1. If necessary, Stantec will respond to comments provided by Caltrans District 1 and prepare and submit a final VIA report.

Deliverables:

- Electronic copies (PDF) of administrative draft, revised draft, and final VIA reports

Meeting(s):

- Not Applicable

Task 2.14 - Prepare Noise Study Report (Optional Task)

Per the requirements of Caltrans' Traffic Noise Analysis Protocol, proposed project improvements trigger an evaluation of noise impacts along the project limits and the consideration of reasonable and feasible noise abatement under FHWA and Caltrans requirements. A traffic noise study will be conducted in accordance with the Traffic Noise Analysis Protocol. The protocol requires identification of noise impacts at different types of activity areas affected by the project. The noise study will address both the State and Federal noise abatement criteria and evaluate noise impacts in accordance with CEQA pursuant to policies set forth in the local General Plan. Illingworth & Rodkin, Inc., as a subcontractor to Stantec, will complete the following tasks in the noise assessment:

- Develop Work Plan. A brief work plan will be provided outlining the scope and methodology of the noise study and based on aerial images and a field visit potential noise monitoring locations throughout the project corridor will be identified and mapped.
- Measure Existing Noise Levels. Measurements will be completed for nearest residences, public access, and recreational facilities. Existing noise levels will be monitored at 2 long-term locations and up to 8 short-term representative receiver locations along the study area to quantify existing worst-hour noise levels and to provide data for model calibration purposes. These data will be summarized to establish existing conditions at noise-sensitive residential receivers in the project vicinity.
- Model Noise Levels. FHWA's Traffic Noise Model (TNM) will be used to calculate existing noise levels and predict future noise levels with and without the project. The model will be validated to measured noise and traffic conditions and then used to predict existing and future noise levels. Traffic noise modeling will be conducted in accordance with the Caltrans recommended

procedures.¹ Up to two (2) build alternatives will be modeled. Construction noise will be predicted using methods outlined in the Protocol that utilize the Roadway Construction Noise Model.

- Identify Noise Impacts. The potential for operational and construction noise impacts will be identified. An operational noise impact would occur if a receptor would be exposed to a substantial increase in ambient noise levels or to worst-hour noise levels approaching or exceeding the Noise Abatement Criteria.
- Recommend Noise Abatement. Preliminary noise abatement will be evaluated to reduce noise levels where noise impacts are identified. The acoustical feasibility and reasonableness of noise barriers will be evaluated through traffic noise modeling. Noise barrier reasonableness cost allowance calculations will also be made.
- Prepare Noise Study Report (NSR). A noise technical report will be prepared in accordance with applicable NEPA guidelines. This report will be prepared in Caltrans' standard Noise Study Report format. We will revise this report based on your comments and submit a final report to be included in the environmental document. This scope includes up to 4 hours of responses to comments.
- Assist in the preparation of the CEQA Noise Assessment and Noise Abatement Decision Report (NADR). We will assist you with the preparation of the CEQA noise section, and the project engineer in the preparation of the NADR, by supplying the technical data required.

Deliverables:

- Electronic copies (PDF) of administrative draft, revised draft, and final reports

Meeting(s):

- Not Applicable

Task 2.15 - Prepare Air Quality Report (Optional Task)

Illingworth & Rodkin, Inc., as a subcontractor to Stantec, will complete the following tasks for the air quality study:

Air Quality Technical Report Workplan: A brief work plan will be provided outlining the scope and methodology of the air quality analysis based on Caltrans requirements and Standard Environmental Report (SER) outline(s).

Air Quality Technical Report: An Air Quality Technical Report will be prepared following Caltrans/FHWA guidance. This report will address SIP Conformity requirements, local air quality impacts, GHG emissions and construction impacts.²

- Project Description and Background. A description of the project will be incorporated into the report along with the project's purpose and need. Traffic data (i.e., daily traffic volumes, truck percentages, truck volumes, peak hour traffic speeds, and/or intersection Level of Service) specific to existing conditions and each of the alternatives (no Build and Build) will be formatted for the report.
- AQ Setting. Baseline conditions that describe the meteorology/climate of the project area, existing air quality conditions, federal, state, and local air quality rules and regulations, and approved air quality plans will be developed. Air pollutants and their effect on human health will also be described.
- Regional Air Quality Impacts. We will identify applicable SIP conformity requirements for the project. Mendocino is in attainment of all federal air quality standards; therefore, air quality conformity does not apply to this project.
- Computation of Air Pollutants. The CT-EMFAC model will be used to compute operational air pollutant emissions that occur within the project limits. These computations will be based on daily traffic inputs (vehicle miles of travel [VMT] by speed bin) provided for existing conditions, the no-build conditions, and each build alternative. Analysis years include base year, opening year, and design year.
- Mobile Source Air Toxics. The FHWA guidance will be used to address MSAT emissions from the project. This task will involve the computation of MSAT emissions using the CT-EMFAC model.
- Construction Air Quality Impacts. Construction air quality impacts will be addressed using either the Caltrans Construction Emissions Tool (Cal-CET) or California Emissions Estimation Model (CalEEMod) and data provided by the engineering design team.

¹ Technical Noise Supplement to the Traffic Noise Analysis Protocol, developed by the California Department of Transportation, April 2020.

² Mendocino is in attainment of all federal air quality standards; therefore, air quality conformity does not apply to this project.

- Assess Project Green House Gas Emissions (GHG). GHG emissions will be computed using the CT-EMFAC model and the provided daily traffic data. Emissions will be evaluated based on current Caltrans guidance. The effect of transportation control measures in reducing project emissions, if needed, will be described.
- Prepare Air Quality Report. An air quality technical report will be prepared using Caltrans SER format and would address both NEPA and CEQA criteria.

Deliverables:

- Electronic copies (PDF) of administrative draft, revised draft, and final reports

Meeting(s):

- Not Applicable

Task 2.16 - Prepare Community Impact Assessment Report (Optional)

If required by Caltrans, Stantec will prepare a Community Impact Assessment (CIA) report that evaluates possible community and land use impacts related to new roadway and bridge construction work. Potential impacts include long-term changes in traffic patterns and new development associated with improved access to lands within the Brooktrails Township. Stantec will review preliminary roadway and bridge alternatives with the design team to determine potential for land use conflicts based on review of available County planning documents and a field reconnaissance to identify potential land use conflicts. As part of the initial public workshops, Stantec will work with Consor and the County to seek input from local residents on potential community-related impacts. We will research available land use planning designations and zoning (i.e., Mendocino County General Plan and Brooktrails Specific Plan) to determine potential for increased development associated with improved access to the Brooktrails community. The CIA will include documentation of all communications, clearly describe the relevant existing conditions, the potential impacts of the project on the community and land use, the extent of the identified impacts, and potential solutions to best avoid, minimize, or mitigate for any adverse impacts. The CIA will provide a summary of ethnic and community groups and an assessment potential environmental justice and equity impacts. Additionally, the CIA will summarize pertinent findings from the air quality, noise, and traffic studies. No public surveys will be performed as part of this task other than the communications specifically described above; if further public outreach is required by Caltrans, then Stantec will coordinate with Consor and the County to develop an amendment. The CIA will be prepared for the use of the County and Caltrans, but this task does not include circulation of the CIA for public comment or stakeholder review; the results will be summarized in the CEQA/NEPA document. Stantec will prepare an administrative draft and draft version of the memo for Consor and County review, and a final version that incorporates Caltrans' comments.

Deliverables:

- Electronic copies (PDF) of administrative draft, revised draft, and final reports

Meeting(s):

- Not Applicable

Task 2.17 - Prepare Water Quality Technical Memorandum (Optional)

If required by Caltrans, Stantec will prepare a water quality technical memorandum that addresses the questions included in the Scoping Questionnaire for Water Quality Issues template provided by Caltrans on their SER website. The memorandum will include project location; project description; physical setting, including geology and soils, surface waters, and groundwater; regulatory setting; project impacts on water quality; mitigation measures; and references. Stantec will prepare an administrative draft version of the technical memorandum for review by the County. Stantec will revise the memorandum, if needed, and will prepare a revised draft version for submittal to Caltrans. After receiving comments from Caltrans (if any), Stantec will prepare a final version of the technical memorandum for submittal to Caltrans.

Deliverables:

- Electronic copies (PDF) of administrative draft, revised draft, and final reports

Meeting(s):

- Not Applicable

Task 2.18 - Cultural Resource Management

Alta Archaeological Consulting (ALTA) is proud to present the attached scope of work and cost estimate to provide cultural resource management services for the proposed project. An archaeological survey study is designed to meet the requirements of Section 106 of the National Historic Preservation Act and the California Environmental Quality Act (CEQA) of 1970, and the responsibilities codified in Public Resource Code sections 5097, and its implementing guidelines 21082 and 21083. At a minimum, the scope of work includes nine tasks. Each task is fundamental and builds upon the proceeding step.

Task 2.18.1 Project Kick-off Meeting and Project Management

Alta Archaeological Consulting (ALTA) will organize a kickoff meeting for the project. This meeting aims to introduce the members of the environmental team, discuss the project's goals and objectives, detail the tasks and timeline related to cultural resources, and collect the essential information needed to start the project. This includes coordinating with staff, creating monthly progress and contract summary reports, and forecasting future expenditures. Within two weeks of starting, the ALTA will also prepare a Quality Control Plan and all necessary documents.

Task 2.18.2 Delineate the Area of Potential Effects

ALTA will develop a set of maps using design drawings and other relevant project information to establish the Area of Potential Effects (APE) for the project. Defining the APE is a critical step that influences all subsequent tasks. The initial draft of the APE will undergo review and receive approval from Mendocino County before proceeding to Caltrans for approval and signatures.

Task 2.18.3 Background Research and Literature Review

ALTA will perform a records search at the California Historical Resources Information System, Northwest Information Center (NWIC). The Information Center is the primary repository for cultural resources information that covers an 18-county area including Mendocino County. The purpose of archival research is to identify any previously conducted archaeological surveys or known archaeological sites located on the subject properties and within a one-half mile radius of the project area(s). Ethnographic and historic literature will be reviewed to create background contextual information relevant to the project area. Archival research will be conducted at the Mendocino County Museum, Held-Poage Museum, Grace Hudson Museum, and County offices.

Task 2.18.4 Native American Outreach

ALTA will remit a letter to the Native American Heritage Commission (NAHC) to request a review of the Sacred Lands Files. ALTA will consult with the County and Caltrans regarding the process for outreach efforts to tribal groups and individuals. Consultation with local tribes will be completed to inform them of the proposed project and solicit input regarding tribal knowledge of cultural resources that may be within the project area. A tribal representative from the Sherwood Band of Pomo Indians will be invited to participate in the field survey. Comments and information provided by the Native American community and government agencies will be provided in the draft and final reports.

Task 2.18.5 Phase I - Field Survey

ALTA staff will conduct an on-site field reconnaissance of the entire APE. The APE will be intensively examined for cultural resources. A complete inventory entails systematic pedestrian examination of the ground surface. In accordance with established standards, field reconnaissance will be conducted using transects spaced no more than 10 meters apart. Given the rural environment ground surface visibility is anticipated to be low. A shovel will be used to periodically probe the ground to improve soil visibility and determine the presence or absence of cultural resources. Any artifacts or cultural materials identified will be logged in the field. No materials will be collected as part of the field work.

The field crew will maintain daily field notes and the findings will be made available immediately following the field investigation. All resources identified within the project area will be recorded using the standard *State of California Department of Parks and Recreation Archaeological Site Forms*. A cultural resource shall have a minimum age of 45 years. As cultural resources are located during survey, approximate boundaries will be delineated and the location of the resource plotted on topographic maps. Global Positioning System (GPS) mapping of each auger will be undertaken. Site recordation will include site and feature mapping, completing of site record forms, and photography. All photographs will be done in a digital format. An evaluation of the impact agents and structural condition will be noted for each resource in the project area. As appropriate, a limited narrative will be provided to further describe the nature, extent, and location of resources.

Task 2.18.6 Archaeological Survey Report and Historic Properties Survey Report

ALTA will prepare an Archaeological Survey Report (ASR) and a Historic Properties Survey Report (HPSR) in accordance with the format and content outlined in Caltrans Standard Environmental Reference (SER) Exhibit 2.6-Historic Property Survey Report Format and Content Guide and Exhibit 5.1-Archaeological Survey Report Format and Content Guide. The ASR and HPSR will include a summary of the identification efforts undertaken in the study, consultation with agencies and local governments, provide a summary of archaeological methods and findings, and make preliminary recommendations for appropriate treatment and/or evaluation of resources. The ASR and HPSR will be sufficient to satisfy requirements defined in the Section 106 NHPA and CEQA. One draft copy will be submitted to the Client in a digital format (MS Word and PDF) for review and comment.

Task 2.18.7 Phase II - Archaeological Resource Evaluation (Optional)

In the event that archaeological resources are discovered within the APE and are deemed likely to be impacted by the proposed project activities, it becomes essential to conduct a comprehensive evaluation. This evaluation is critical to ascertain whether these resources meet the criteria for inclusion on State and Federal Registers of Historic Places. Such a determination is not only a regulatory requirement but also a crucial step in ensuring the environmental review is adequate to support the project needs.

The evaluation process involves several key steps. Initially, a thorough investigation is conducted to identify the presence and extent of archaeological resources within the APE (Task 5). This includes, but is not limited to, preliminary surveys, historical document reviews, and consultations with experts and local communities who may hold traditional knowledge about the area.

Once the presence of potentially significant archaeological resources is confirmed, a detailed research design and work plan are developed that follows Caltrans SER Exhibit 5.4-Archaeological Evaluation Proposal (Phase II) Format and Content Guide. This plan outlines the methodologies and techniques that will be employed to assess the archaeological significance and integrity of the identified resources. The research design is crafted to ensure that the evaluation is systematic, comprehensive, and in accordance with best practices in archaeological investigation.

Fieldwork, as part of the evaluation process, typically involves archaeological excavations, detailed site mapping, and the collection of artifacts or samples for further analysis. The goal of this fieldwork is to gather sufficient data to understand the nature, extent, and condition of the archaeological resources within the APE. This information is vital for assessing the historical or cultural significance of the findings and their eligibility for listing on the State and Federal Registers.

Following the fieldwork, a thorough analysis of the collected data and artifacts is undertaken. This analysis helps to contextualize the archaeological findings within a broader historical or cultural framework and assesses their significance.

The culmination of this evaluation process is a comprehensive report that presents the findings, analysis, and recommendations regarding the eligibility of the identified archaeological resources for listing on the Registers. This report is a crucial document that informs decision-making processes related to the proposed undertaking, ensuring that potential impacts on significant archaeological resources are considered and mitigated appropriately.

In summary, identifying archaeological resources within the APE that could be affected by a proposed project necessitates a thorough evaluation to determine their eligibility for protection under State and Federal heritage conservation frameworks. This process fulfills legal and regulatory obligations necessary to facilitate the project.

Task 2.18.8 Finding of Effect

Under the Section 106 Programmatic Agreement (PA) among Caltrans and the State Office of Historic Preservation and the 5024 Memorandum of Understanding (MOU), there are two distinct kinds of No Adverse Effect determinations: a Finding of No Adverse Effect with Standard Conditions (FNAE-SC) and a Finding of No Adverse Effect without Standard Conditions (FNAE). ALTA will prepare a Finding of Effect (FOE) to facilitate discussions between Caltrans and the SHPO. This FOE report will adhere to either the Caltrans Standard Environmental Reference (SER) Exhibit 2.8, which outlines the Finding of No Adverse Effect, or Exhibit 2.9, which details the Finding of Adverse Effect.

Task 2.18.9 Environmentally Sensitive Action Plan

Within the context of cultural resources studies, Environmentally Sensitive Areas (ESAs) are locations within an APE where archaeological sites or other historic properties have been identified that need protection from potential direct effects during implementation of a project. ALTA will author an ESA Action Plan that follows the SER Exhibit 2.11.

Deliverable:

- Area of Potential Effects Map (PDF)
- AB52 Consultation (PDF Letters)
- Archaeological Survey Report and Historic Properties Survey Report (PDF)
- Archaeological Resource Evaluation (Optional)
- Finding of Effect
- Environmentally Sensitive Action Plan

Task 2.19 - Prepare the Notice of Preparation and Conduct Public Scoping

This task includes the effort necessary to prepare and submit a Notice of Preparation (NOP) for the project. The NOP will be prepared in a format that is consistent with CEQA requirements and acceptable to the County and will include:

- Brief description of the project;
- Location Map (USGS Quad or other acceptable map base);
- Probable environmental effects of the proposed project; and
- Other information deemed significant to the project.

The NOP will be submitted to the State Clearinghouse and as identified in consultation with the County and Caltrans, responsible agencies, trustee agencies, and others designated by the County. The NOP will be sent by certified mail or other delivery services that provides documentation of delivery. The submittal of the NOP triggers the 30-day public agency comment period.

Stantec will compile the responses from the NOP and incorporate the responses into the project evaluation and CEQA/NEPA document. Stantec will keep the County and Caltrans informed of agency comments as they are received. Stantec will track the agency comment response deadline and respond (after Caltrans and County concurrence) to agency requests for additional comment time (if applicable).

Stantec will support County and Caltrans staff in conducting a Scoping Meeting that will be held, likely in the community of Willits, to solicit input as to the scope and content of the EIR/EA. The purpose of the scoping session is to describe the project, seek agency comment on the scope and breadth of the technical studies, discuss potential alternatives to the project and preliminary mitigation requirements, and describe the anticipated environmental review schedule. The Scoping Meeting to be conducted during the 30-day NOP public review period. Stantec will prepare appropriate graphics/visual displays, draft public notices, informational hand-outs, and presentation materials, as directed by County and Caltrans staff. It is assumed that the County will be responsible for distributing public notices and newspaper advertisements, arranging a scoping meeting location, and setting up the meeting room.

Deliverables:

- Electronic copies of the draft NOP; Thirty (30) copies of the final NOP; one (1) unbound reproducible copy; and one electronic copy (PDF).

Meeting(s):

- Attendance at the Scoping Meeting in Mendocino County by Stantec Project Manager and other technical staff

Task 2.20 - Prepare Administrative Draft Environmental Impact Report / Environmental Assessment

Stantec will prepare a joint administrative draft EIR/EA (ADEIR/EA) document that follows the current Caltrans template, in accordance with the requirements presented in Caltrans' Standard Environmental Reference, Chapter 37, Preparing Joint NEPA/CEQA Documentation). The general outline of the EIR/EA is as follows:

- Cover Sheet;
- General Information about the Document;
- Title Sheet;
- Table of Contents;
- Chapter 1 – Proposed Project (Introduction, Purpose and Need, Project Description, Alternatives, Permits and Approvals Needed);
- Chapter 2 – Affected Environment, Environmental Consequences, and Avoidance, Minimization, and/or Mitigation Measures (Regulatory Setting, Affected Environment, Environmental Consequences, Avoidance, Minimization, and/or Mitigation Measures; Human Environment resource topics, Physical Environment Topics; Biological Environment Topics; Cumulative Impacts);
- Chapter 3 – CEQA Evaluation (Determining Significance under CEQA, Discussion of Significant Impacts, Mitigation Measures for Significant Impacts);
- Chapter 4 – Comments and Coordination;
- Chapter 5 – List of Preparers;
- Chapter 6 –Distribution List; and
- Appendices – (CEQA Checklist, concurrence documents, Title VI Policy Statement, Glossary of Technical Terms [optional], Avoidance, Minimization, and/or Mitigation Measures Summary, List of Acronyms [optional], and list of technical studies.

The document will be prepared in a narrative format that incorporates the project description/purposed and need statement and summarizes the results of the technical studies listed in Tasks 2.1-2.12 and technical studies prepared by other project team members (i.e., traffic study, cultural resources study, initial site assessment, hydraulic study, geotechnical study). The document will also contain supporting graphics.

The ADEIR/EA will contain a description (or descriptions) of the physical environmental conditions on the site and within the vicinity of the proposed project. This discussion will review all aspects of the physical environment, but will concentrate on resources that may be affected by the proposed project (i.e., biological resources, cultural resources, visual resources). This evaluation will rely on the information from the aforementioned technical studies, as well as any additional evaluations conducted in support of the ADEIR/EA. The Affected Environment/Environmental Setting will form the baseline conditions for determining potential environmental consequences/impacts and evaluation of the alternatives. Pertinent state and federal regulations will be summarized for each resource topic addressed in the ADEIR/EA.

The ADEIR/EA will evaluate the potential environmental effects of the proposed project. The evaluation will include short- and long-term effects and direct and indirect effects. Cumulative effects and potential for growth-inducement impacts will also be evaluated. It will develop "Thresholds of Significance" for determining the relative impact of the proposed project under CEQA on a specific resource.

Mitigation Measures will be prepared pursuant to CEQA guidelines (e.g., Section 15126.4). Stantec will coordinate with the Consor, County, and Caltrans staff, and the necessary agencies to develop both avoidance/minimization measures and mitigation measures to minimize significant adverse environmental effects. Measures proposed by other agencies shall be identified in the document.

It is anticipated that the environmental document will evaluate at a minimum following alternatives: preferred alternative; another build alternative; and No Project/No Action alternative. Alternatives carried forward for evaluation in the ADEIR/EA will be presented with detail sufficient to support meaningful analysis. The narrative description for the alternatives will be prepared by Stantec, in coordination with County and Caltrans District 1 staff. Development of detailed site plans for alternative designs is not included in this scope of work. The ADEIR/EA will describe any alternatives that were considered by the County, but rejected as infeasible during the scoping process. The evaluation will be conducted at a level of detail sufficient to allow meaningful comparisons with the proposed action.

The ADEIR/EA will be structured to integrate the results of the Section 106 process (draft programmatic agreement), Section 7 ESA consultations, and other consultations. Upon completion of the ADEIR/EA, we will circulate the document for review and comment by the County and Caltrans District 1, and other responsible agencies as deemed appropriate by the County.

Deliverables:

- Electronic copy (PDF and Word.doc) of the ADEIR/EA.

Meeting(s):

- Not Applicable

Task 2.21 - Prepare Public Draft Environmental Impact Report / Environmental Assessment

Following careful consideration of County and Caltrans staff's comments on the ADEIR/EA, Stantec will discuss the revisions of the ADEIR/EA with staff and incorporate any changes as needed to prepare the Draft EIR/EA (DEIR/EA). Stantec's desktop published will conduct a final formatting which will be 508/ADA compliant.

Deliverables:

- Twenty (20) bound copies of the DEIR/EA; Twenty (20) CDs of the DEIR/EA; One (1) electronic copy of the DEIR/EA and any appendices in PDF format, suitable for printing; and one (1) unbound reproducible copy.

Meeting(s):

- Attendance by the Stantec project manager at one (1) meeting to review project team comments on the ADEIR/EA.

Task 2.22 - Prepare Public Notices and Circulate DEIR/EA

Stantec will prepare a Notice of Completion (CEQA) form, submit to the County for review and signature, and submit to the Office of Planning and Research to initiate the public review process. We recommend the County provide, at a minimum, a 45-day public comment period. Stantec assumes that the County will be responsible for compiling all comment letters received on the DEIR/EA.

Deliverables:

- One (1) signed copy of the NOC form for submittal to the State Clearinghouse, along with Fifteen (15) copies of the DEIR/EA (can be Executive Summary in hard copy form with an electronic copy of the entire document).

Meeting(s):

- Not Applicable.

Task 2.23 - Public Hearing and Notice

Stantec will assist with the preparation of the Public Notice for the availability of the DEIR/EA for the project, including the Notice for a Public Hearing. This notice shall be published concurrent with the Notice of Completion. Stantec will also prepare a draft public notice for circulation in the location newspaper; the County will be responsible for publication of the public notice in the local newspaper.

Stantec will prepare up to three (3) presentation size graphics for the public hearing. The Stantec Team will prepare for and attend (up to three representatives) one public hearing. The County will provide the site, advertising for the meeting, public address systems or other presentation equipment, equipment to accommodate persons with disabilities and necessary security and insurance for the meeting. Stantec will document comments received during the public comment period in a comment matrix. This task does not include transcripts of the Hearing.

Deliverables:

- Up to three (3) presentation size graphics; materials and handouts.

Meeting(s):

- Attendance at the Public Hearing by no more than three (3) Stantec team members.

Task 2.24 - Prepare Mitigation Monitoring and Reporting Plan

Stantec will prepare a comprehensive and effective Mitigation Monitoring and Reporting Plan (MMRP) to ensure that measures identified in the EIR/EA are implemented. Stantec will prepare a draft version of the MMRP for review by Consor and the County. As with other documentation tasks for this project, portions of the MMRP may be prepared concurrent with other tasks and will use, to the extent possible, available documentation. The Draft MMRP will include:

- Mitigation requirements by environmental topic or resource area;
- Criteria for measuring success and/or completion of mitigation;
- Party(ies) that are responsible for implementation; and
- Party(ies) that are responsible for monitoring/reporting.

Deliverables:

- Fifteen (15) copies of the Mitigation Monitoring and Reporting Plan; one (1) unbound reproducible copy; and one electronic copy as a PDF.

Meeting(s):

- Not Applicable.

Task 2.25 - Prepare Final EIR and EA/Finding of No Significant Impact / Coordinate Project Approval

After the close of the public comment period, Stantec will review the public and agency comments with Consor, Caltrans and the County and provide written responses for each comment provided. The DEIR/EA will become the final EIR/EA and the written responses to comments will be included as a separate, bound document. Stantec will deliver the Notice of Determination (NOD) form and Proposed Finding of No Significant Impact (including the final EIR/EA) to the County and to Caltrans. The Final EIR/EA will integrate the findings and mitigation measures associated with both the Section 106 process, and Section 7 ESA consultations with NMFS and USFWS (BOs).

Stantec will coordinate the final stages of the CEQA process with the County. CEQA approval, via certification of final EIR, would be obtained at a regularly scheduled meeting of the Board of Supervisors. If requested by the County, the Stantec Project Manager can attend the Board of Supervisors' meeting to support County staff. CEQA Guidelines (Section 15075) requires that the lead agency file a Notice of Determination (NOD) with the County clerk and with the state Office of Planning and Research after deciding to approve a project for which an EIR has been adopted. Per standard procedures, Caltrans will review and approve the document and adopt the FONSI. Before Caltrans can adopt the FONSI, the Section 7 ESA and Section 106 consultations and reviews will have to be completed. The NEPA process is complete with Caltrans adoption of the FONSI.

Deliverables:

- Fifteen (15) bound copies of the FEIR/EA; One (1) Unbound, Camera-ready copies of the FEIR/EA; Electronic copy of the FEIR/EA; one (1) draft copy of the NOD for County signature.

Meeting(s):

- Attendance at the Board of Supervisors Meeting by the Stantec Project Manager.

Task 2.26 - Prepare Findings of Fact

Pursuant to Section 15091 of the CEQA Guidelines, Stantec will prepare the findings of fact, including a statement of overriding considerations if needed, on behalf of the County, if requested. The statement of findings will be used by the County Board of Supervisors to make a decision on whether to certify the EIR or not.

Deliverables:

- Five (5) copies of the findings of fact document; one (1) unbound reproducible copy; and one electronic copy as a PDF.

Meeting(s):

- Not Applicable.

Task 2.27 – Traffic Studies

Task 2.27.1 – Existing Conditions/Data Collection

Fehr & Peers will review traffic data available from previous studies; as many of these studies pre-date the opening of the US 101 Willits Bypass and the Covid pandemic, it is possible that the data in the previous studies may no longer reflect current conditions. Fehr & Peers will collect current post-Covid traffic volume and classification data at up to five roadway segment locations in the study area. These counts will be completed with pneumatic hoses for a 7-day period and include data regarding volume, speed, and classification. In addition to these hose counts, Fehr & Peers will collect intersection turning movement data for up to five study intersections; these counts will be conducted on a mid-week day from 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM and include counts of vehicles, heavy vehicles, pedestrians and bicyclists.

Fehr & Peers will analyze intersection Levels of Service (LOS) using the Synchro software package and the methodologies in the Highway Capacity Manual, 6th Edition or 7th Edition. Roadway segment LOS will be analyzed using generalized thresholds for daily LOS derived from the Highway Capacity Manual. Heavy vehicle information will be summarized for inclusion into baseline CEQA Air Quality, Greenhouse Gas and Energy analyses. Big Data information (up to 10 zones) will be purchased to establish post-Covid regional trip making patterns for the Brooktrails Township (in lieu of relying on old survey data and model calculations).

Task 2.27.2 – Future Conditions

Fehr & Peers will use the Mendocino County-Lake County travel demand model to prepare traffic volume forecasts and regional VMT by speed bin forecasts for the No Build alternative and the preferred Build alternative. An Opening Year time horizon and a Design Year time horizon will be analyzed. Fehr & Peers will analyze future year intersection and roadway segment LOS (using the methods described in Task 2.4.1) for the No Build alternative and preferred Build alternative for Opening Year and Design Year conditions. Multimodal conditions and project benefits will be qualitatively discussed. These outputs will be provided to others to complete the CEQA Transportation, Air Quality, Greenhouse Gas, Energy and Noise sections. Fehr & Peers will also evaluate the project's consistency with adopted regional and local plans, potential for incompatible uses/hazardous features, and emergency vehicle access.

Optional Task 2.27.3 – Expanded Future Conditions

As part of an optional task, Fehr & Peers will prepare traffic volume forecasts, prepare regional VMT by speed bin forecasts, analyze intersection LOS and analyze roadway segment LOS for up to two additional Build alternatives.

Task 2.27.4 – Documentation and Meetings

Fehr & Peers will prepare a Traffic Operations Analysis Report summarizing the data, analysis, results and conclusions from Tasks 2.4.1 and 2.4.2 (and, if exercised, Task 2.4.3). A draft of the report will be submitted to the County and/or Caltrans for review and comment. Fehr & Peers will respond to two rounds of consolidated comments (up to 30 total hours of staff time) and prepare a Final Traffic Operations Analysis Report. Fehr & Peers will participate in up to four evening public meetings and 10 conference calls as part of this task.

Optional Task 2.27.5 – Evacuation Analysis

As part of this optional task, Fehr & Peers will prepare an evacuation travel time analysis for the No Build alternative and preferred Build alternative for the Opening Year and Design Year scenarios. This work will be prepared in accordance with the best practices developed by Fehr & Peers and the California Office of the Attorney General. The work will be conducted using the EVAC+ tool (developed by Fehr & Peers) and a dynamic traffic assignment model that tiers off the Mendocino County-Lake County travel demand model data and network. The purpose of this task is to quantify the comparative benefits of the selected preferred Build alternative with respect to evacuation capacity and routing. If this optional task is selected, it is presumed that a collaborative scoping discussion between the project team and the County would occur to fully define the study scenarios prior to execution of the scope to complete this task.

Deliverables:

- Traffic Volume Forecast
- Traffic Operations Analysis Report
- Evacuation Analysis

TASK 3 – PROJECT DESIGN

Task 3.1– Preliminary Project Design

Task 3.1.1– 35% Plans and Estimate

Conсор will replicate the existing alternative geometric design in the 2014 PA&ED Initiation Report to the extent feasible and validate for conformance with current design standards and practices. The Independent Design Verification will be based on the available design information and a rough order of magnitude costs will be updated to assist in pre-screening efforts. Right-of-way and Utility impacts will be considered in consultation with the County, and costs developed based on an agreed strategy with the County.

Conсор utilizes the latest state of the art technology for roadway design. Although the alignments had been preliminarily set through the prior studies, Conсор will utilize updated survey information and generative design to validate and adjust the alignments to make them more efficient. By utilizing Autodesk's Generative Design with Dynamo, the roadway design can be optimized by generating and evaluating countless design alternatives based on specified parameters. Conсор will work with Monterey County to determine the project Design Criteria that sets the geometric design parameters. The software will then autonomously iterate through the design options providing suggestions for a design that is optimized to the user inputs. This not only accelerates the design phase but also identifies design refinements that might have been challenging for traditional design methods to uncover.

Conсор would utilize this method on each of the three alignments (I-H, FirCo, A) and present the results to the County for discussion. With project impacts and costs being such critical issues for the project, this refinement and validation of the alignments will provide the confidence that we are proposing the correct geometric design for the project.

From the Independent Design Verification effort, our team anticipates up to two alternatives being refined for use in the 35% Design process and further quantitative performance evaluation. The preliminary geometric plans will be submitted to the County for review of the project's geometric features using the existing topographic base mapping and digital terrain surface used in 2014 PA&ED Initiation Report.

Conсор will develop 50-scale 35% preliminary geometric plans based on the existing available topographic mapping and aerial photography.

Conсор will develop an updated certified cost estimate for use in the Project Report.

Deliverables:

- Draft Geometric Plans
- Final Geometric Plans
- Updated Planning Level Estimates

Task 3.1.2 - Right of Way Data Sheets

Monument will provide a ROW estimate and ROW data sheet in support of the PA/ED. The scope of work for preparing Right-of-way Data Sheets for the two alternatives under consideration includes:

- Take an inventory of the affected properties for each selected option.
- Using public Assessor's Roll information, investigate the ownership, lot size, and building size of each affected property.
- Visually inspect each property (exterior street view) and evaluate effects of proposed acquisition. List all businesses on each property and the approximate space they occupy.
- Sort each property into product types to determine the universe of real estate data sets to research and create valuation data sets for each product type.
- Prepare an estimate of the probable cost of each full property acquisition or the cost of each partial acquisition (plus damages) using the data sets created and utilizing our various real estate value databases.
- Prepare an estimate of the probable relocation assistance exposure for each residential or non-residential occupant located on each property.
- Prepare an estimate of the immoveable fixtures and equipment associated with each business property.
- Prepare an estimate of the total probable loss of business goodwill attributable to each operating business.
- Prepare an estimate of the inspection and demolition costs associated with delivering each cleared site.
- Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation agents, title/escrow, and legal services).

Based on the approved 30% GADs for the preferred alternative, Conсор will finalize the right-of-way needs determination. This document will include APNs, Ownership of Parcel, and Areas of temporary and permanent right-of- way needs for the project. This information will be presented in a graphic format with the information clearly summarized in a table (excel format).

Deliverables:

- ROW Data Sheet to Caltrans Standards
- ROW Estimate for up two alternatives and 16 parcels.
- Draft and Final Right of Way Needs Map

Task 3.1.3 - Project Report

Conсор will prepare the Draft Project Report prior to public circulation of the environmental document. The Draft Project Report will be developed following the guidelines in the Caltrans Project Development Procedures Manual, Appendix K, Project Report. The Draft Project Report will summarize the engineering and environmental technical studies, state the purpose and need for the

project, present alternatives considered, develop construction costs estimates use the Caltrans format, and discuss the overall impacts and benefits of the project.

A final version of the Project Report will be prepared in accordance with the Caltrans Project Development Procedures Manual - Appendix K, Preparation for Guidelines for Project Reports.

The Project Report will include the following:

- Cover sheet with vicinity map
- Signature Sheet
- Recommendation of Preferred Alternative
- Project Background, Purpose, and Need
- Traffic
- Discussion and analysis of proposed alternatives
- Hazardous Waste, Resource Conversation, Right-of-Way issues
- Environmental Determination and Environmental Issues (including Hazardous Materials)
- Transportation Management Plan
- Other considerations as appropriate
- Funding and Scheduling
- Agreements required (Cooperative, Maintenance, Freeway)

All supporting engineering technical studies will be completed for the final project report and updated as reviews and response to comments occur as part of project development project process. For this scope we are assuming preparation of a draft, draft final and final project report.

Deliverables:

- Draft, Draft Final & Final Project Report

Task 3.2 – Structure Type Selection

Task 3.2.1: Draft Bridge Type Selection Report

Conсор will prepare a Type Selection Report for the Brooktrails Second Access retaining walls and bridge. The Type Selection Report will contain a General Plan, a General Plan Estimate, a draft Foundation Plan for each alternative for the structure, along with a memorandum addressing geotechnical, aesthetic, environmental and cost. A structures type recommendation will be included in the report.

For each evaluated alternative, consideration shall be given to structure depths, falsework requirements, slope stability (abutments), and constructability. The structure foundations shall be discussed with the geotechnical engineer to determine foundation type. The evaluation shall identify traffic handling and falsework assumptions (as required). Any required construction staging and the dimension of any required falsework openings will be shown on the APS General Plan. The choice of structure type shall be based on criteria outlined in Caltrans Bridge Design Aids and Memo to Designers. Estimates will be prepared for all alternatives and will be included in the Advanced Planning Report. The following shall be indicated on the APS General Plan:

The scope and opinion of probable construction costs for structural work of the preferred alternative will be documented in Advanced Planning Studies (APS). Conсор will prepare individual APSs for a maximum of two different bridge structure types. The assumptions in these APS will draw upon the information provided in the Geotechnical Design Report and Structure Preliminary Geotechnical Reports. Design memos will be prepared to document unique features of the structure, key assumptions, specific project requirements, and a preliminary assessment of construction constraints. This scope assumes preparation of a draft and final APS and cost estimates.

Deliverables:

- Draft and Final Bridge and Wall Advanced Planning Study (APS)
- Draft and Final APS Estimates
- Structure length, width, depth, and type
- Railing, including temporary K-rail
- Stage construction information, as required
- Type of foundation assumed
- Falsework assumptions if required
- Aesthetic requirements which affect cost of structure

- Roadway widths
- Estimated Construction Costs
- Draft Structure Type Selection Report (1 Bound Copy)

Task 3.2.2: Type Selection Meeting

Upon receiving approval from the County on the Type Selection Report, Consor will submit the report to the County to schedule a Type Selection Meeting. Consor will present the structure and retaining walls at the Type selection Meeting.

Task 3.2.3: Final Bridge & Wall Type Selection Report

After receiving all comments from the meeting, Consor will revise the General Plans and General Plan Estimates for Structure and walls as well as the Type Selection Report.

Deliverables:

- Final Bridge Type Selection Report (3 bound copies)
- Final Bridge Type Selection Report (Accepted by Caltrans, 1 Bound Print, 1 PDF)
- List of un-usual design issues confronted in the design process, with solutions, and any design exceptions

Task 3.3 - 65% Plans and Estimate Submittal

Consor will complete the preparation of the Draft 65% PS&E (unchecked details). The 35% Preliminary Project Design (Task 3.1) together with input received during the completion of the environmental phase, will be the basis for preparation of the 65% PS&E. Preparation of the 65% PS&E may include completion of the following subtasks, but are not limited to:

Task 3.3.1: Civil Design & Drafting

Consor will prepare draft roadway and structure contract plans. Consor will complete the roadway design, construction traffic control plan, and associated civil designs in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets" and Caltrans Highway Design Manual (with Consor consultation). A full set of detailed roadway and civil plans will be prepared including, as necessary, Title Sheet, Typical Cross Sections, Survey Control Plan, Layout and Profile, Grading Plan, Construction Details, Temporary Detour Plan, Signing & Striping Plan, and Erosion Control Plan sheets using County-supplied title blocks.

It is anticipated that the following types of plan sheets will be needed as shown in the below table:

Brooktrails Second Access Estimated Number of Plan Sheets (Dependent on Selected Alternative) Assumed Alternative I-H	
Sheet Type	Estimated No. of Sheets
Title Sheet	1
Construction Staking Survey Control Data	1
Typical Cross Sections	6
Layouts	8
Profiles & Superelevation Diagrams	8
Construction Details	18
Temporary Water Pollution Control Plan	8
Temporary Water Pollution Control Details	2
Temporary Water Pollution Control Quantities	1
Contour Grading	8
Drainage Plan	8
Drainage Profile	8
Drainage Quantities	2
Utility Plan	2

Brooktrails Second Access Estimated Number of Plan Sheets (Dependent on Selected Alternative) Assumed Alternative I-H	
Sheet Type	Estimated No. of Sheets
Utility Details	2
Construction Area Signs	2
Stage Construction	4
Traffic Handling Plan	4
Traffic Handling Details	1
Traffic Handling Quantities	1
Pavement Delineation Plan	8
Pavement Delineation Details	2
Pavement Delineation Quantities	1
Sign Plan	8
Sign Details	2
Sign Quantities	1
Summary of Quantities	4
Erosion Control Plan	8
Erosion Control Details	2
Erosion Control Quantities	2
Planting Plan	10
Retaining Wall Plan & Details (2 Walls)	64
Bridge Plan & Details (New Bridge)	29
TOTAL ESTIMATED SHEETS	236

Conсор will prepare and submit 65% Plans to the County for review and comment. This scope allows a PDT Meeting to be held after the review period to expedite the comment period and to assist in the communication within the Team.

Task 3.3.2 Lighting Design (OPTIONAL)

Fehr & Peers will provide Plans, Specifications and Cost Estimates for street lighting improvements along the corridor of the preferred alternative. It is anticipated the project corridor would be between 2.0 and 2.5 miles in length.

Lighting plans will be prepared on 40-scale sheets; we estimate eight (8) lighting plan sheets will be needed. These lighting plans will show the locations of poles and service cabinet. We will perform lighting analysis to determine the appropriate light fixture and pole spacing for roadway lighting.

Plans will be developed based on the County of Mendocino design preferences and the 2023 Caltrans Standard Plans and Specifications. All plans will be developed in AutoCAD software. This scope assumes PG&E coordination is required for the new lighting along the preferred alternative. We will complete the service applications and submit them to PG&E on behalf of the County. Any connection or application fees shall be paid for by the County. These fees are not included in this scope and fee.

We will collect pertinent data related to the design, including obtaining record drawings, performing a field confirmation of as-built data, and obtaining geometry CAD files from the County. Plans will be developed using the base files for existing conditions and proposed improvements from County.

Task 3.3.3 Traffic Signal Design (OPTIONAL)

Fehr & Peers will provide electrical design for the following project elements:

- New traffic signal and intersection lighting at Sherwood Road/New Roadway (2 sheets)
- New traffic signal and intersection lighting at New Roadway/Public Roadway connection for full intersection buildout (2 sheets)

Any other services not specifically listed above will be considered additional work for which a separate scope, fee and schedule will be prepared. It is anticipated that no systems, other than those listed above, will be modified or added as part of this project.

Plans will be developed based on County of Mendocino traffic signal design preferences and the 2023 Caltrans Standard Plans and Specifications. All plans will be developed in AutoCAD software. We assume the new traffic signals will require new service from PG&E. We will complete the service applications and submit them to PG&E on behalf of the County. Any connection or application fees shall be paid for by the County. These fees are not included in this scope and fee.

We will collect pertinent data related to the design, including obtaining record drawings, performing a field confirmation of as-built data, and obtaining CAD files from the project team. Plans will be developed using the base files for existing conditions and proposed improvements from the project team.

Deliverables:

- None

Task 3.3.4 Quantities & Cost Estimate

Conсор will calculate construction quantities in accordance with standard Caltrans practice and specifications and prepare a construction cost estimate for the project. The construction cost estimate will be prepared using local unit costs furnished by County or included in the latest Caltrans Cost Data.

Task 3.3.5 65% Plans and Estimate Submittal

Conсор will submit the 65% plans, notice to contractors and special provisions, and construction cost estimate to the County for review and comment. At the time of submittal, Conсор will work with the County to set the date for a review meeting with the County and other agencies as appropriate.

Deliverables

- Draft 65% Plans
- Final 65% Plans
- Engineer's Estimate

Task 3.4 - Preliminary Right of Way

Based on the approved 30% GADs for the preferred alternative, Conсор will finalize the right-of-way needs determination. This document will include APNs, Ownership of Parcel, and Areas of temporary and permanent right-of-way needs for the project. This information will be presented in a graphic format with the information clearly summarized in a table (excel format).

Plat maps, Legal Descriptions, and Right of Way staking are covered in a future Task.

Deliverables:

- Draft and Final Right of Way Needs Map

TASK 4 – SURVEYS AND MAPPING

TASK 4 – SURVEYS AND MAPPING

SHN, as part of the team for the Brooktrails Second Access PA&ED and PS&E (Project), will provide the design and environmental team members with the Project data collection, mapping, and surveying necessary for the Project preliminary and final engineering, design, cost estimates, right of way impacts and environmental clearance. Task 4 includes, but is not limited to, control surveys, aerial photogrammetry, limited design level topographic surveys, and staking.

This Scope of Work is based upon two alignments, Alignment I-H and a selected alternative, for inclusion in the comprehensive survey and mapping outlined in Task 4. Tasks 4.1 through 4.4 will be undertaken simultaneously shortly after the Project initiation to provide the design and environmental team members the ability to pursue preliminary design for the Project.

Task 4.1 – Surveying and Mapping Control

In this Task the Project mapping control will be established based upon the vertical datum NAVD 88 and the horizontal datum tied to the California Coordinate System of 1983, Zone 2. This Task will produce a control network to provide the basis for the Project aerial

Lidar mapping, survey control of the alignments to establish the Area of Potential Effect, limited field topographic mapping and survey of existing property boundaries, and rights of ways for inclusion in the Project base mapping.

Task 4.2 – Boundary Survey

To determine the relationship of the proposed alignments to surrounding property boundaries and rights of way the Mendocino County Graphic Information System and Assessor records will be overlaid on the Project base mapping. In addition, prior boundary and right of way research and survey experience in the Project areas will lead to the location and field survey of property monuments that will impact the future alignments. The data collected will facilitate the preparation of right of way acquisition and easement legal descriptions, right of way plats and the overall Project boundary determination.

Task 4.3 – Topographic Mapping

To allow for the Project designers to have the ability to predict the most constructable and cost-effective alignments, an extensive area including both potential northern alignments connecting to North Main Street/US Highway 101 and the alignment connecting to State Highway 20 will be topographic mapped using an aerial Lidar survey. In addition to the aerial mapping, precise field surveys will infill the aerial mapping at critical areas necessary to determine the viability of the alignment. The field surveys in this Task will locate trees greater than four inches in diameter and other physical features that may impact the Project design and environmental compliance. Included in this Task will be field staking of the alignments' Areas of Potential Effect.

Task 4.4 – Surveying and Mapping for Roads

This Task will further infill the aerial mapping for the chosen alignments. A precise field survey of the alignment intersections will locate all road features, culture, utilities, drainage features, creek crossings, geotechnical boring sites, buildings, fences, and all other physical features that may impact the final design. Cross sections of the alignment will be surveyed at all critical points of the future road and bridge areas. Temporary and Permanent Easements will be staked for demonstration purposes.

Deliverables:

- Survey Control
- Field Staking (APE Limits & Temporary/Permanent Easements)
- Property Lines/Corners
- Topographic Base Map (LiDAR & Ground Surveys)

TASK 5 – GEOTECHNICAL INVESTIGATIONS

Crawford will complete the following tasks as part of the geotechnical scope of services:

Task 5.1 – Project Management and Design Team (PDT) Meetings

For the PA&ED Phase and PS&E Phase of the project, Crawford will provide project management and allowance for a Principal and/or Senior Project Manager to attend the kick-off meeting and up to eight Project Design Team meetings (via video conference or telephone) to address geotechnical design elements of the project. Provide progress reporting, invoicing, insurance maintenance and general coordination.

Deliverable:

- Preliminary Foundation Report

Task 5.2 – Preliminary Foundation Report

Crawford will prepare a Preliminary Foundation Report (PFR) to evaluate bridge foundation alternatives to assist with structure type-selection. The PFR will be based on existing subsurface data, published geologic/fault mapping and seismicity data, aerial photographs, preliminary project data and a site review.

Crawford will also complete limited field exploration that will consist of a seismic refraction survey to help evaluate/determine the depth to competent material for preliminary bridge foundation design considerations. A total of three seismic lines will be completed (one at each proposed bridge abutment location and within the channel area). Prior to the start of our field exploration, we expect the location of the bridge will be generally marked/staked by the design team.

The PFR will summarize anticipated earth materials and conditions based on reference data, site exposures and results of the seismic survey; provide preliminary seismic input parameters (based on Acceleration Response Spectrum curve); discuss seismic hazards (e.g., surface fault rupture, liquefaction, lateral spreading, etc.); discuss preliminary foundation types (e.g., shallow foundations, driven piling and cast-in-drilled-hole piling); provide preliminary foundation recommendations for bridge foundations.

Deliverable:

- Preliminary Foundation Report

Task 5.3 – Preliminary Roadway Geotechnical Memorandum

Crawford will prepare a Preliminary Roadway Geotechnical Memorandum (memo) to evaluate/ assess the current I-H Alternative alignments identified above and one additional alternative alignment for comparison/selection. The memo will be based on in-house file data, published geologic maps, fault maps, hazards studies, landslide maps, topographic maps, aerial photographs, preliminary project data and a site review.

Crawford also makes provision to complete field exploration limited to geologic reconnaissance (assume 3 days in the field) and completing six to eight seismic refraction lines. The seismic lines would be targeted toward locations of proposed cut slopes to evaluate depth to competent materials and rippability of earth materials. Prior to the start of our limited field exploration, we expect the alignment(s) will be generally marked/staked by the design team and base mapping will be available for our use.

Crawford will evaluate and assess the alignment(s) (assuming 1 to 2 max) with regard to geotechnical feasibility and provide preliminary design input with respect to key geotechnical issues. The preliminary memo will summarize our evaluation/assessment and include:

- Summary of the local geology and conditions;
- Summary of geologic hazards affecting the proposed alignments;
- Summary of field observations;
- Summary of the seismic refraction survey;
- Preliminary conclusions and recommendations for proposed alignments discussing potential cut and fill slope configurations, retaining walls, drainage, rippability and geotechnical and engineering geologic considerations for alignment feasibility; and
- Vicinity map and generalized geologic map.

Deliverable:

- Preliminary Roadway Geotechnical Memorandum

Task 5.4 – Initial Site Assessment

Crawford will prepare an ISA for the Brooktrails alignment following ASTM E1527-21 and Caltrans standards. The ISA will include the following components:

- **Historical Records:** Historical aerial photographs and topographic maps will be reviewed for indications of past uses of the properties that will be impacted by the proposed alignment.
- **Environmental Records Review:** Reasonably ascertainable federal, state, local, and tribal environmental agency databases will be reviewed for information pertaining to the proposed alignment and properties within about one mile, in accordance with the ASTM standard. This data will be obtained from a vendor specializing in retrieval of environmental information.
- **Reconnaissance:** It is our understanding that at this time access to the proposed Brooktrails I-H alignment is not available. Reconnaissance for this ISA will be limited to the terminal intersections of the proposed alignment (Sherwood Road/Primrose Road intersection and at Old Redwood Highway). Observations will be made from the public right-of-way. The reconnaissance will be performed to:
 - Identify current uses and evidence of past uses of adjacent properties at the intersections.
 - Identify potential areas of concern such as above or below ground fuel storage tanks, vehicle maintenance areas, past oil and gas operations, dump sites, discolored soils or stressed vegetation, discharges, odors, transformers, wells, standing water, hazardous substance containers or unidentified containers, etc.
 - **Interviews:** If warranted by the records search or site reconnaissance, reasonable attempts will be made to interview persons identified as knowledgeable about potentially contaminated locations within or adjacent to the bridge site to obtain information regarding their potential impacts to the project. Interviews may be conducted in person, by telephone, or in writing. Individuals interviewed might include property owners, tenants, local government officials, or others.
- **Environmental Sampling:** Soil samples for ADL analysis will be collected at three locations at both terminal intersections of the I-H Alternative alignment. Three soil samples will be collected from each boring location (total 18 samples). Up to four

samples of thermoplastic striping material will be collected. And up to 10 soil samples for NOA analysis will be collected during the geotechnical investigation. Up to 18 soil samples will be collected and analyzed for total lead. Samples with concentrations exceeding threshold limits will be further analyzed for soluble lead (WET and TCLP methods). In addition, up to 4 samples of white and yellow thermoplastic striping material will be collected and analyzed for lead and cadmium concentrations that exceed hazardous waste. For budgeting purposes, we assume about 30% of the samples will be analyzed for soluble metals, and about 10% of the soil samples will also be analyzed for pH.

- Reporting: An ISA report will be prepared for the project. The report will include, but not necessarily be limited to, the following:
 - Description of the project alignment and vicinity;
 - Summary of the local geologic and hydrogeologic conditions;
 - Summary of the historical record review;
 - Findings from the environmental records review;
 - Site reconnaissance observations including pertinent photos;
 - Interview results;
 - Sample collection methodology;
 - Tabulated results for the soil and thermoplastic striping sample analyses;
- Findings and Conclusions: a summary of potential impacts of recognized environmental conditions with potential to impact the project alignment; and
- Recommendations: As warranted by the findings.

Deliverables:

- Draft and Final ISA Report

Task 5.5 – Naturally Occurring Asbestos Memorandum

During the field exploration task, Crawford will collect soil/rock samples for analytical testing of NOA. The analytical test results for the NOA soil samples will be reported in a memorandum following completion of the geotechnical field investigation. The memorandum will include, but not necessarily be limited to, the following:

- Sample collection methodology;
- Tabulated analytical results for the asbestos analyses;
- Findings and Conclusions; and
- Recommendations: As warranted by the findings;
- Map showing locations of samples.

Deliverables:

- Draft and Final Naturally Occurring Asbestos Memorandum

Assumptions

For Task 5.2 & 5.3, Crawford assumes the following:

- If another alignment besides the I-H Alternative is ultimately selected, this scope may not be appropriate and would need to be revisited. Additional costs may apply.
- A private utility locator is not needed; utility locations will be based on USA North 811 member and/or Owner markings only. If desired, a private utility locator may be added to this scope for an additional fee of approximately \$7,000.
- The County encroachment permit will be a no-fee permit.
- Access and Rights-of-Entry will be provided to/through private properties, as needed, to complete site reconnaissance and the subsurface exploration.

- Permits, other than those identified in this scope of services, will be obtained by others, if needed.
- The proposed alignment will be surveyed/staked by others prior to the start of field investigation.
- LiDAR imagery of the selected alignment will be provided.
- No contaminated soil or groundwater issues are present that would require containment of the geotechnical drill cuttings; drill cuttings will be spread on-site.
- Completed boring locations will be marked by Crawford after completion for others to survey.
- A borrow site evaluation is not included.

For Tasks 5.4 and 5.5, Crawford assumes the following:

- Assessor's parcel maps, draft improvement plans showing the project alignment, stationing, and project limits (including staging areas, property takes, and proposed temporary easements) will be available for use.
- Chain of title research and/or review is not included.
- Design team and/or County will provide support/coordination if landowner interviews are needed.
- The sampling plan may change depending on the ISA research and site reconnaissance.
- The associated fee for an encroachment permit, if needed for the proposed sampling work, will be waived.
- Mendocino County Department of Environmental Health boring permits will not be needed for sample collection.
- Sampling can be completed with hand tools.
- The proposed sampling and analysis is a preliminary screening level effort and is not intended to fully characterize the lateral or vertical extent of any compounds of concern identified at the site. Additional sampling may be required to fully characterize the lateral or vertical extent of any compounds of concern identified, or to classify impacted soils for on-site reuse or off-site disposal. If needed, an additional scope and fee will be provided for this work.

TASK 6 – UTILITY COORDINATION

Conсор will provide utility relocation coordination by working with the County and utility agencies identified in the facility mapping completed as part of an earlier phase of the project. Conсор will coordinate any potential utility relocations that are needed to construct the project.

Task 6.1 – Preliminary Utility Plans/Conflict Analysis (A-Letter)

Conсор will provide the County with a letter requesting facility maps from each utility provider. Once facility maps have been provided, the Utility Identification phase will conclude with Conсор updating base maps and performing a field review to confirm above ground utilities within the project limits.

Conсор will begin the utility diary for the project and develop utility reports of investigation for each utility within the project limits.

Task 6.2 – Liability Determination (B-Letter)

After the Reports of Investigation are completed and relocation liability is determined, Conсор will provide the County a liability determination letter (B Letter) to send to each impacted utility.

Task 6.3 – Utility Reports of Investigation (ROI)

Conсор will follow Caltrans Local Assistance Procedures Manual (LAPM) Chapter 14 guidelines to prepare a Utility Report of Investigation (Exhibit 14-E). The ROI package shall include:

- Color coded plan showing existing and proposed right of way lines and existing and proposed utility facilities
- Utility Agreement per LAPM 14-B
- Reports of Investigation for each impacted utility requiring relocation submitted to the City and Caltrans prior to requesting the utility to relocate
- A conflict map identifying impacted utilities
- Relocation plan prepared by the project engineer or Utility
- Itemized estimate of City relocation costs

Per LAPM Chapter 14 requirements, the ROI will be submitted to Caltrans for approval prior to submitting the Right of Way certification. District 1 has an internal process to approve the project utility engineer/coordinator, we will be submitting our coordinator for approval to Caltrans.

Task 6.4 – Prepare Utility Agreements

Conсор will prepare draft utility agreements for each impacted utility and coordinate issues necessary to obtain signed agreements from each utility. The agreements will be prepared per LAPM Chapter 14 Exhibit 14-F.

Task 6.5 – Issue Notice to Owner

Conсор will issue Notice to Owner to all impacted utilities that will clearly define the impacted facility and the required completion date for all relocation activities. Notice to Owners shall be prepared per LAPM Chapter 14 Exhibit 14-D.

Task 6.6 – Utility Relocation Management and Close Out

Conсор will monitor the progress and verify that utility relocation has been carried out according to the conflict resolution plan and schedule.

Deliverables:

- Utility A Letter Requesting Facility Maps
- Utility B Letter Requesting Liability Determination (B-Letter)
- Utility Conflict Map
- Conflict Resolution Letters with Conflict Exhibits
- Utility Reports of Investigation (ROI)
- Estimated Relocation Costs for inclusion in Right of Way Data Sheet
- Signed Utility Agreements
- Notice to Owner
- Documentation verifying completion of utility relocation activities

TASK 7 - HYDROLOGY AND HYDRAULICS

Task 7.1 – Project Management

HDR will attend the Project kickoff meeting and during PA&ED Phase attend six (6) virtual Project Development Team meetings. We will also participate in up to six (6) conference calls with Mendocino County (County), other agencies, and Project Team staff. During PS&E HDR will attend up to six (6) virtual Project Development Team meetings. We will also participate in up to twelve (12) conference calls. HDR will provide the Project Team with invoices and progress reports for the Project on a monthly basis.

Deliverables:

- Project Meetings

Task 7.2 – Location Hydraulic Study/Flood Evaluation Report

HDR will research the Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRM). There are two alignment alternatives that are being considered for the Project. Alignment I-H begins to the west at the intersection of Primrose Drive and Sherwood Road and ends to the east at the intersection of North Main Street and Redwood Highway. A new bridge would be proposed at the Alignment I-H crossing over Upp Creek. Alignment A begins at the north along Primrose Drive east of its intersection with Acacia Place and ends at the south along Fort Bragg Willits Road (also known as Highway 20) east of its intersection with California Western Railroad. A new bridge would be proposed at the Alignment A crossing over Mill Creek. Based on the current effective FIRMs (2011 and 2022), both alignment alternatives are within areas that FEMA has designated as unshaded Zone X, which are defined as areas of minimal flood hazard, which means that FEMA will not have hydrologic or hydraulic models for Upp Creek or Mill Creek at the locations of the proposed alignment crossings. Zone AE floodplains are identified south of and east of the intersection of North Main Street and Redwood Highway near Alignment I-H, but it is assumed that the Project improvements would be designed to limit impacts to the floodplains.

Based on HDR's preliminary qualitative assessments, the Project is expected to have minimal floodplain encroachment or impact. HDR will prepare the Summary Floodplain Encroachment Report (which is the same as the Floodplain Evaluation Report Summary) and Location Hydraulic Study (which is the same as the Technical Information for Location Hydraulic Study) forms to document the investigation. HDR will summarize the qualitative base floodplain assessments in the Location Hydraulic Study report and the forms will be attached as appendices.

HDR would develop hydraulic models to evaluate the potential base flood impacts at the proposed Upp Creek and Mill Creek bridge crossings. HDR will provide hydrologic and hydraulic services that will be used to evaluate the existing and proposed condition and to quantify Project impacts to the base flood zone based on the design to be provided to HDR by Consor Engineers. Floodplain encroachment permitting is not a part of HDR's scope of services. The basis of design for the replacement structure and roadway profile changes required to accommodate the structure replacement are also not yet identified and will be the responsibility of Consor Engineers.

Deliverables:

- Draft Location Hydraulic Study Report, pdf
- Draft Final Location Hydraulic Study Report, pdf

Assumptions:

1. A Conditional Letter of Map Revision and Letter of Map Revision are not included in this scope of work.
2. The LHS will evaluate potential base flood (100-year storm) impacts.
3. Hydraulic analyses for the proposed bridges will be evaluated as part of Task 7.2. Qualitative assessments will be performed to evaluate potential impacts from the approach roadway improvements.
4. Consor Engineers will provide Project plans to HDR to perform the floodplain assessments.
5. The Project improvements would be designed to limit impacts to the floodplains.

Task 7.3 – Water Quality Assessment Report

In order to provide the existing physical and regulatory environment information for water quality, HDR will: 1) identify and describe the current and upcoming laws that relate to water quality; 2) describe the beneficial uses as detailed by the Regional Water Quality Control Board (RWQCB) Basin Plan for potentially-affected waters; 3) discuss water quality objectives for potentially-affected waters; 4) list potential sources of pollutants, existing water quality of the receiving water bodies, i.e. Total Maximum Daily Loads (TMDL) or 303(d)impaired water bodies listed; and 5) describe the watershed, existing drainage, and hydrologic conditions. HDR will evaluate the water quality impacts for each proposed alternative and recommend possible best management practices or Project features to address water quality issues. HDR will document our findings in a technical report.

Deliverables:

- Draft Water Quality Assessment Report, pdf
- Draft Final Water Quality Assessment Report, pdf

Task 7.4 – General Assistance on Tree Planting Mitigation Approaches

HDR will coordinate with the environmental assessment team to document potential overall anticipated vegetation impacts along the alignment options. Using project background data, arborist report findings and current environmental document draft material, mitigation measures for tree and understory removals, as well as visual impacts, will be reviewed. Native plant communities and species removed will dictate mitigation recommendations, documented within the environmental assessments as there is no independent deliverable for this task.

Deliverables:

- None.

Assumptions:

1. HDR assumes a recently completed arborist's tree survey will be provided for the areas of impact in both alignments.
2. If it is determined that off-site mitigation is required, HDR assumes three County-owned, County-maintained potential sites will be identified, from which to evaluate suitability in respect to the recompense quantity determined in the study.
3. Visual Impact Technical Memorandum by others.

Task 7.5 – Preliminary Stormwater Control Plan

HDR will provide a Preliminary Stormwater Control Plan for the PA/ED phase summarizing the Project impacts to water quality, project features, and recommended best management practices (BMP). We will utilize the County's standard checklists. Assuming the Project improvements trigger the need to consider treatment BMPs and hydromodification management measures. Project features will meet the criteria set by the Regional Water Quality Control Board and Mendocino County. Preliminary mapping for up to two alternatives will be provided to show conceptual locations of treatment BMPs and hydromodification management with the available information in the PA/ED Phase.

Deliverables:

- Draft Preliminary Stormwater Control Plan, pdf
- Draft Final Preliminary Stormwater Control Plan, pdf

Assumptions:

1. Treatment BMP/Hydromodification Management Plans will be provided for up to two alternatives.

7.6 – Preliminary Bridge Design Hydraulic Study

HDR will perform hydrologic analyses to determine the peak design flows for the 100-year and 50-year storms for Upp Creek and Mill Creek. HDR will develop hydraulic models for Upp Creek and Mill Creek at the new proposed bridge crossings. The hydrologic and hydraulic analysis methodology and approach will be discussed in the Preliminary Bridge Design Hydraulic Study report.

Deliverables:

- Draft Preliminary Bridge Design Hydraulic Study, pdf
- Draft Final Preliminary Bridge Design Hydraulic Study, pdf

Assumptions:

1. To support the hydraulic design, Consor Engineers will provide to HDR plans for the proposed roadway and structure modifications sufficient for supporting hydraulic, scour and rock slope protection analyses.
2. Consor Engineers will provide proposed grading surfaces and CAD files for the proposed bridge and roadway designs.
3. Geotechnical information required for the scour analysis will be provided by others.
4. The Project Team will provide the existing survey channel cross-sections. If additional channel cross-sections are needed after the initial data collection is completed, the Project Team will provide additional survey to HDR.
5. Supplemental elevation data could potentially be needed to perform the hydraulic analysis: in which case, light detection and ranging (LiDAR) data that is of sufficient quality (i.e. QL2 or better) would be needed. The Project Team would provide HDR with newer LiDAR that is QL2 or better if available.
6. Hydrologic information and modeling will be developed using two methodologies for comparison. Methodologies to include regional regression method data from USGS StreamStats and either Rational Method or TR-55 methodology, depending on watershed sizing.
7. Hydraulic modeling will be prepared using HEC-RAS version 6.5.
8. The hydraulic model will be developed for an existing (pre-Project) condition without bridge structure.
9. Two bridge alternatives will be developed for the proposed (post-Project) condition.
10. Up to three model iterations/refinements will be developed for each of the two bridge alternatives.
11. The hydraulic performance of the new bridges (per plans provided by Consor Engineers) will be evaluated using the 100-year and 50-year storm events per the Caltrans Highway Design Manual Section 821.3 (Caltrans, 2020).

Task 7.7 – Drainage Impact Study Report

HDR will conduct a preliminary Drainage Impact Study to determine existing hydrology and drainage systems within the Project area. The impact of the Project improvements will be documented, and recommendations for conceptual drainage improvements will be included in a technical report. Conceptual drainage plans will be provided based on available information at the PA/ED Phase for up to two alternatives. A planning-level cost estimate for drainage improvements will also be included in the report.

Deliverables:

- Draft Drainage Impact Summary Report, pdf
- Draft Final Drainage Impact Summary Report, pdf

Task 7.8– Bridge Design Hydraulic Study

HDR will perform scour analysis for the 100-year storm for the selected alternative following the Federal Highway Administration Hydraulic Engineering Circular No. 18, Evaluating Scour at Bridges, Fifth Edition, 2012. HDR will evaluate rock slope protection sizing following the Federal Highway Administration Hydraulic Engineering Circular No. 23, Bridge Scour and Stream Instability Countermeasures Experience, Selection, and Design Guidance, Third Edition, 2009 and the California Department of Transportation Highway Design Manual, Chapter 870: Bank Protection – Erosion Control, 2022. HDR will document the hydrologic, hydraulic, scour, and rock slope protection sizing in the Bridge Design Hydraulic Study report.

Deliverables:

- Draft Bridge Design Hydraulic Study, pdf
- Draft Final Bridge Design Hydraulic Study, pdf

Assumptions:

1. It is assumed that one proposed condition configuration will be simulated for scour and rock slope protection analyses. It is also assumed that HDR will provide estimated scour results within the bridge opening and Consor Engineers will incorporate necessary design elements needed to resist scour impacts.
2. Geotechnical information required for the scour analysis will be provided by others.
3. The 100-year flood will be used for the scour analysis following Caltrans Memo to Designers 16-1 (2017).

Task 7.9– Drainage Report

HDR will review readily available data and prepare design calculations to assess the capacity of the proposed drainage systems. HDR will prepare a Drainage Report, which will include calculations to assess the need for proposed drainage improvements. The results and design recommendations will be summarized in the Drainage Report. The report is expected to include the following:

- An evaluation of the existing facilities and proposed conditions,
- Unusual and special conditions,
- Drainage mapping,
- Alteration of facilities of other agencies and agreements, and
- Hydraulic analyses.

Deliverables:

- 35% PS&E Drainage Report, pdf
- 65% PS&E Drainage Report, pdf

Task 7.10 – 65% Erosion Control and Water Pollution Control Plans

HDR will also prepare the 65% Erosion Control and Water Pollution Control Plans, Details and Quantities. HDR will also prepare the Specifications and Estimate for Erosion Control. The BMPs will meet the design requirements of Mendocino County and the Regional Water Quality Control Board. The design efforts will be coordinated with other design disciplines of the Project Team.

Deliverables:

- 65% Erosion Control and Water Pollution Control PS&E

Assumptions:

1. HDR assumes 8 EC and 8 WPC Layouts, 2 EC detail sheet and 2 WPC detail sheet, and 2 EC Quantity table sheet and 2 WPC Quantity table sheet
2. Topography, existing drainage facilities, and other base file information will be provided by others.
3. Plans will be developed using (MicroStation).

Task 7.11 – Planting Mitigation Plan

HDR will use the Tree Inventory from the PA&ED phase and any information from the biologist for planting restoration in the creek to develop the mitigation planting drawings. The planting design, on- and/or off-site, will specify plant species and location, as well as seeding or understory vegetation, as required to fulfil recompense requirements. The drawings will include details for temporary irrigation and typical plantings of the various means utilized. Specifications will be developed for planting, seeding, and temporary irrigation, and quantity take-offs to support cost estimation efforts at each submittal.

Deliverables:

- 65% drawings, pdf

Assumptions:

1. On-site mitigation assumes 8 plan sheets along road and 4 sheets within the creek area, 2 detail sheets, and 1 quantity sheet will be required.
2. Regarding off-site tree mitigation, if required, HDR assumes:
 - a) Plans will be provided for one of the three locations identified by the County; approval for additional hours will be required should the recompense quantity exceed what can be planted on a single site.
 - b) No more than 8 planting plan sheets for off-site documentation, in addition to one additional sheet for quantities and supplemental details.
 - c) Recent, complete survey data of off-site mitigation sites to be provided.
3. Tree-tagging at nursery sites and other fieldwork is excluded.

Task 7.12 – Stormwater Control Plan (SWCP)

HDR will prepare a Stormwater Control Plan (SWCP) summarizing the Project impacts to water quality including documenting treatment best management practices (BMP) and/or hydromodification management as necessary. Our study will utilize Mendocino County's Low Impact Development (LID) Manual (2021) and their checklists as well as the Regional Water Quality Control Board's Permits. HDR will propose BMPs, management measures, or project features to address water quality issues for the Project. HDR will document the analysis in the Stormwater Control Plan.

Deliverables:

- 65% PS&E SWCP Report, pdf

TASK 8 – GRANT FUNDING ASSISTANCE

Task 8.1 – Grant Application Support

The funding experts at Green DOT will coordinate with the estimators from the design team at Consor and the County to ensure accurate cost projections for the remainder of the right of way and construction phases of the project. This estimate will be updated every 3-6 months throughout the duration of the project. This approach helps find the right program, lobby for support, and reduce heavy overhauls of the project budget.

Projects of this magnitude take support; local, regional, state and federal level support. Our project team works closely with funding agencies and has direct relationships with decision-makers at MCOG, Caltrans, the California Transportation Commission, Strategic Growth Council, and the Federal Highway Administration. Green DOT will ensure the project is discussed with the targeted financial resource agencies moving forward toward future funding. Only with this level of persistent communication will the project be successful.

Relevant grants and funding programs will be detailed in our Smartsheet Grant Database and pertinent information on potential grant programs will be reported. Green DOT will attend any pre-application workshops or webinars and review the requirements outlined in the Notice of Funding Opportunities (NOFO) of state and federal grant programs as they are announced. The Green DOT team will meet with the County to discuss potential grant programs for which the Brooktrails Second Access Project will be competitive.

Green DOT presumes the best approach to funding the Brooktrails Secondary Access project will be targeting large funding programs such as RAISE, STPG, BIL Competitive Grants and other existing or future Highway Bill programs. Our project team has written many successful grant applications for projects in RAISE, FASTLANE, Affordable Housing Sustainable Communities, Active Transportation Program, TIRCP, and more. Our approach is data driven, safety focused, and we tell a compelling story. We propose an aggressive approach for the Brooktrails secondary access project using the compelling narrative of the importance of the project.

Deliverables:

- Smartsheet Grant Database
- Grant Funding Support

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

1. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with the attached Consultant Cost Proposal. Direct Labor Costs, Indirect Cost Rates and Fixed Fee may only be altered by approval from COUNTY and through a contract amendment.
2. CONSULTANT's statement of charges shall be submitted to COUNTY monthly.
3. The method of payment for this agreement is Actual Cost Plus Fixed-Fee.
4. Partial payments shall be made to CONSULTANT by COUNTY on a monthly basis in accordance with applicable charges for time-and-expense work that may be authorized by COUNTY. In no event shall the amount paid to CONSULTANT exceed the contract amount without prior written approval of COUNTY.
5. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.
6. CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations, shall be used to determine the allowability of individual items of cost.
7. CONSULTANT agrees to adhere to the following Invoicing Procedure:
 - CONSULTANT will prepare periodic invoices providing a summary of CONSULTANT's work, including covered dates of service, and copies of invoices from any subCONSULTANTS.
 - Invoices shall be consistent with the Local Assistance Procedures Manual, Chapter 10, Section 10.8 under "Invoicing (or Progress Payments)".
 - Invoices shall be similar in format to the Sample Invoice included in these Payment Terms, including subCONSULTANT invoices.
 - CONSULTANT must have incurred all costs included on an invoice before seeking reimbursement from COUNTY. Prepayments are not allowed.
 - CONSULTANT must pay subCONSULTANTS within 30 days of receipt of payment for each invoice.
 - The complete chain of charges through subCONSULTANT levels must follow through to the invoice to COUNTY.
 - Restaurant charges etc. shall be itemized. Invoices with just a total will be rejected.
 - COUNTY uses the *Caltrans Consultant/Contractor Travel Policy* for reimbursements for travel expenses.
 - If an expense report is used, values on the report must match the receipts. Items on a receipt not listed for reimbursement must be crossed out and initialed by CONSULTANT seeking the reimbursement and the new total noted.

- CONSULTANT must pay subCONSULTANTs within 30 days of receipt of payment for each invoice.
- Any re-submitted invoice shall be given a new invoice date. The same invoice number and date shall appear on each page of the invoice.
- All charges accumulated within COUNTY's fiscal year, July 1 through June 30, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.
- Cover letters, project updates etc. may be included with the invoice but not stapled to it.

CONSULTANT's prepared Cost Proposal is attached hereto and incorporated herein by this reference.

Exhibit 10-H1 Cost Proposal Page 1 of 3**Cost-Plus-Fixed Fee or lump sum or Firm Fixed Price contracts**
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project: Brooktrails Second Access

Consultant: Consor North America, Inc.

Project No. LTCAP-5910(144)

Contract No. B2401

Date

4/4/2024

DIRECT LABOR

Classification/Title	Name	Initials	Hours	Actual Hourly Rate	Range	Total
Principal Engineer	Lemon, Robert	RBL	40	\$ 125.00	\$80 - \$135	\$ 5,000.00
Principal Engineer	Jurens, Jason	JPJ	1240	\$ 110.58	\$80 - \$135	\$ 137,119.20
Principal Engineer	Davis, Carolyn	CDD	0	\$ 100.27	\$80 - \$135	\$ -
Principal Engineer	Katt, Maxwell	MK	1264	\$ 89.04	\$80 - \$135	\$ 112,546.56
Principal Engineer	Sanchez, Michael	MAS	1468	\$ 88.58	\$80 - \$135	\$ 130,035.44
Professional Engineer	Panayotov, Krassimir	KNP	948	\$ 72.05	\$45 - \$100	\$ 68,303.40
Senior Engineer	Mitchell, Andrew	AKM	0	\$ 78.65	\$55 - \$125	\$ -
Senior Engineer	Senior Engineer	SeEn	160	\$ 87.02	\$55 - \$125	\$ 13,923.20
Professional Engineer	Professional Engineer	PrEn	2256	\$ 61.82	\$45 - \$100	\$ 139,465.92
Engineering Designer	Engineering Designer	EnDe	3844	\$ 45.28	\$35 - \$95	\$ 174,056.32
Senior CAD Designer	Senior CAD Designer	CADm	600	\$ 57.00	\$39 - \$75	\$ 34,200.00
CAD Technician	CAD Technician	CADt	1200	\$ 41.50	\$30 - \$65	\$ 49,800.00
Project Manager Assistant	Project Manager Assistant	PrMaAs	700	\$ 40.38	\$30 - \$60	\$ 28,266.00
Project Accountant	Project Accountant	AdAs	0	\$ 40.00	\$20 - \$60	\$ -
Subtotal:			13720			\$ 892,716.04

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 892,716.04

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 54,476.45

c) **Total Direct Labor Costs [(a) + (b)]** \$ 947,192.49**INDIRECT COSTS**

d) Fringe Benefits (Rate: 56.61%):

e) Total Fringe Benefits [(c) x (d)] \$ 536,205.67

f) Overhead (Rate: 135.05%):

g) Overhead [(c) x (f)] \$ 1,279,183.46

h) General and Administrative (Rate: 0.00%):

i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs [(e) + (g) + (i)]** \$ 1,815,389.12**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00%**

\$ 331,509.79

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	11520	Miles	\$ 0.670	\$ 7,718.40
Per Diem/Hotel		Day	\$ -	\$ -
Equipment Rental and Supplies		EA	\$ -	\$ -
Permit Fees		EA	\$ -	\$ -
Vendor Reproduction				\$ -
Vellum		EA		\$ -
8 1/2 X 11 Reproduction		EA		\$ -
11 X 17 Reproduction		EA		\$ -
Mounting Boards for Presentations		EA		\$ -
Newsletters (Translation and printing)		EA		\$ -
Title Report		EA		\$ -
Miscellaneous	1	EA	\$ 368.48	\$ 368.48

l) **TOTAL OTHER DIRECT COSTS** \$ 8,086.88**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Stantec	\$ 1,084,765.00
Crawford	\$ 113,860.54
HDR	\$ 409,227.48
SHN	\$ 328,924.89
Fehr & Peers	\$ 288,312.89
Monument	\$ 14,347.64
Alta	\$ 201,478.01
GreenDOT	\$ 73,905.27
Sunrise	\$ -

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 2,514,821.72n) **Total Other Direct Costs INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 2,522,908.60**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 5,617,000.00**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

Exhibit 10-H1 Cost Proposal Page 2 of 3**Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts**
(Calculations for Anticipated Salary Increases)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 892,716.04	13720	=	\$65.07	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$65.07	+	5%	=	\$68.32	Year 2 Avg Hourly Rate
Year 2	\$68.32	+	5%	=	\$71.74	Year 3 Avg Hourly Rate
Year 3	\$71.74	+	5%	=	\$75.33	Year 4 Avg Hourly Rate
Year 4	\$75.33	+	5%	=	\$79.10	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	13720	=	2744	Estimated Hours Year 1
Year 2	40.00%	*	13720	=	5488	Estimated Hours Year 2
Year 3	40.00%	*	13720	=	5488	Estimated Hours Year 3
Year 4	0.00%	*	13720	=	0	Estimated Hours Year 4
Year 5	0.00%	*	13720	=	0	Estimated Hours Year 5
	Total		Total	=	13720	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$65.07	*	2744	=	\$178,543.21	Estimated Hours Year 1
Year 2	\$68.32	*	5488	=	\$374,940.16	Estimated Hours Year 2
Year 3	\$71.74	*	5488	=	\$393,709.12	Estimated Hours Year 3
Year 4	\$75.33	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$79.10	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$947,192.49	
	Direct Labor Subtotal before Escalation			=	\$ 892,716.04	
	Estimated total of Direct Labor Salary Increase			=	\$54,476.45	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112 - Letting of Contracts](#)
4. [48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures](#)
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board \(when applicable\)](#)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jason Jurrens, P.E. Title *: Regional Manager

Signature :  Date of Certification (mm/dd/yyyy): 4/4/2024

Email: jason.jurrens@consoreng.com Phone Number: 916.368.9181

Address: 11017 Cobblersrock Drive Suite 100 Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Local Roadway PA&ED Services- Preliminary Design, Environmental, Surveys, Geotech, Traffic, Preliminary Right of Way, Public Outreach, Grant Funding Assistance

Cost Proposal

[illegible]

Cost Proposal

Task No.	Project Name: Brooktrails Second Access																	Conor Total Hours	Conor Total Labor Dollars	Conor Labor	Conor Profit	Conor NLF Budget	NLF + Escalation	Task Cost	Task Hours	Slartec	Crawford	HDR	SHN	Fehr & Peiers	Monument	Alta	GreenDOT	Sunrise	Subconsultant Subtotal	NLF + Escalation + Sub	Task Cost (With Sub)		
	TASKS	Principal Engineer	Principal Engineer	Principal Engineer	Principal Engineer	Principal Engineer	Professional Engineer	Senior Engineer	Senior Engineer	Professional Engineer	Engineering Designer	Senior CAD Designer	CAD Technician	Project Manager Assistant	Project Accountant																								
		RBL	JPJ	CDD	MK	MAS	KNP	AKM	SeEn	PrEn	EnDe	CADm	CADt	PrMaAs	AdAs																								
		Initial Hourly Rate	\$125.00	\$110.58	\$100.27	\$89.04	\$88.58	\$72.05	\$78.65	\$87.02	\$61.82	\$45.28	\$57.00	\$41.50	\$40.38	\$40.00	\$0.00																						
No.		No	No	No	No	No	No	No	No	No	No	No	No	No	No	No																							
Prevailing Wage																																							
																			2.9166	12%	3.2666																		
2.21	Prepare Public Draft Environmental Impact Report / Environmental Assessment		4		8	8											20	\$1,863	\$5,434	\$652.13	\$6,087	\$6,458			\$45,132						\$45,132	\$51,590							
2.22	Prepare Public Notices and Circulate DEIR/EA		4		8	8											20	\$1,863	\$5,434	\$652.13	\$6,087	\$6,458			\$8,592						\$8,592	\$15,050							
2.23	Public Hearing and Notice		4		8	8											20	\$1,863	\$5,434	\$652.13	\$6,087	\$6,458			\$15,928						\$15,928	\$22,386							
2.24	Prepare Mitigation Monitoring and Reporting Plan		4		8	8											20	\$1,863	\$5,434	\$652.13	\$6,087	\$6,458			\$15,855						\$15,855	\$22,313							
2.25	Prepare Final EIR and EA/Finding of No Significant Impact / Coordinate Project Approval		4		8	8											20	\$1,863	\$5,434	\$652.13	\$6,087	\$6,458			\$108,615						\$108,615	\$115,073							
2.26	Prepare Findings of Fact		4		8	8											20	\$1,863	\$5,434	\$652.13	\$6,087	\$6,458			\$30,014						\$30,014	\$36,472							
2.27	Traffic Studies																0	\$0	\$0	\$0.00	\$0	\$0								\$0	\$0								
2.27.1	Existing Conditions/Data Collection		4		8	8											20	\$1,863	\$5,434	\$652.13	\$6,087	\$6,458						\$25,576			\$25,576	\$32,034							
2.27.2	Future Conditions		4		8	8											20	\$1,863	\$5,434	\$652.13	\$6,087	\$6,458						\$37,139			\$37,139	\$43,597							
2.27.3	Expanded Future Conditions		4		8	8											20	\$1,863	\$5,434	\$652.13	\$6,087	\$6,458						\$18,662			\$18,662	\$25,120							
2.27.4	Documentation and Meetings		4		8	8											20	\$1,863	\$5,434	\$652.13	\$6,087	\$6,458						\$34,673			\$34,673	\$41,131							
2.27.5	Evacuation Analysis (OPTIONAL)		4		8	8											20	\$1,863	\$5,434	\$652.13	\$6,087	\$6,458						\$27,913			\$27,913	\$34,371							
3.0	PROJECT DESIGN																0	\$0	\$0	\$0.00	\$0	\$0	\$ 1,917,361	9392							\$0	\$0	\$2,070,239						
3.1.1	Preliminary Project Design – 35% Plans		100		200	200	400			400	400		200	400			2300	\$142,694	\$416,181	\$49,941.76	\$466,123	\$494,567									\$0	\$494,567							
3.1.2	Right of Way Data Sheets		4		8	8	16			40	40		200	400			116	\$7,300	\$21,291	\$2,554.97	\$23,846	\$25,302						\$13,693			\$13,693	\$38,994							
3.1.3	Project Report		8		24	24				80	80						216	\$13,716	\$40,003	\$4,800.32	\$44,803	\$47,537									\$0	\$47,537							
3.2	Structure Type Selection																0	\$0	\$0	\$0.00	\$0	\$0									\$0	\$0							
3.2.1	Draft Bridge Type Selection Report		8		40					80	80						208	\$13,014	\$37,957	\$4,554.88	\$42,512	\$45,106									\$0	\$45,106							
3.2.2	Type Selection Meeting		8		16					16	16						56	\$4,023	\$11,733	\$1,407.98	\$13,141	\$13,943									\$0	\$13,943							
3.2.3	Final Bridge & Wall Type Selection Report		8		40					40	40						128	\$8,730	\$25,463	\$3,055.51	\$28,518	\$30,258									\$0	\$30,258							
3.3	65% Plans, Specifications and Estimate Submittal																0	\$0	\$0	\$0.00	\$0	\$0									\$0	\$0							
3.3.1	Civil Design & Drafting		100		300	200	500			1000	2000	600	1000				5700	\$319,591	\$932,119	\$111,854.29	\$1,043,973	\$1,107,680									\$0	\$1,107,680							
3.3.2	Lighting Design (OPTIONAL)																0	\$0	\$0	\$0.00	\$0	\$0							\$83,193			\$83,193	\$83,193						
3.3.3	Traffic Signal Design (OPTIONAL)																0	\$0	\$0	\$0.00	\$0	\$0							\$55,992			\$55,992	\$55,992						
3.3.4	Quantities & Cost Estimate		8		40	40				160	160						408	\$25,125	\$73,281	\$8,793.70	\$82,075	\$87,083									\$0	\$87,083							
3.3.5	65% Plans and Estimate Submittal		4		24	24				24	24						100	\$7,276	\$21,220	\$2,546.40	\$23,766	\$25,217									\$0	\$25,217							
3.4	Preliminary Right of Way		16		24	40				40	40						160	\$11,733	\$34,222	\$4,106.61	\$38,328	\$40,667									\$0	\$40,667							
4.0	SURVEYS AND MAPPING																0	\$0	\$0	\$0.00	\$0	\$0	\$ 37,135	160							\$0	\$0	\$259,064						
4.1	Surveying and Mapping Control		4			8				8	8						20	\$1,513	\$4,413	\$529.61	\$4,943	\$5,245					\$29,463				\$29,463	\$34,708							
4.2	Boundary Survey		4			16				16	16						36	\$2,584	\$7,537	\$904.41	\$8,441	\$8,956					\$58,153				\$58,153	\$67,110							
4.3	Topographic Mapping		4			16				32	32						52	\$3,309	\$9,650	\$1,157.97	\$10,808	\$11,467					\$114,556				\$114,556	\$126,024							
4.4	Surveying and Mapping for Roads		4			16				32	32						52	\$3,309	\$9,650	\$1,157.97	\$10,808	\$11,467					\$19,756				\$19,756	\$31,223							
5.0	GEOTECHNICAL INVESTIGATIONS																0	\$0	\$0	\$0.00	\$0	\$0	\$ 44,664	192							\$0	\$0	\$141,744						
5.1	Project Management and Design Team (PDT) Meetings																0	\$0	\$0	\$0.00	\$0	\$0				\$15,675					\$15,675	\$15,675							
5.2	Preliminary Foundation Report		4		8					16	16						44	\$2,868	\$8,366	\$1,003.86	\$9,369	\$9,941				\$20,304					\$20,304	\$30,245							
5.3	Preliminary Roadway Geotechnical Memorandum		4			8																																	

Cost Proposal

Task No.	Project Number: LTCAP-5910(144) Project Name: Brooktrails Second Access																	Conor Total Hours	Conor Total Labor Dollars	Conor Labor	Conor Profit	Conor NLF Budget	NLF + Escalation	Task Cost	Task Hours	Startec	Crawford	HOR	SHN	Fehr & Peiers	Monument	Alta	GreenDOT	Sunrise	Subconsultant Subtotal	NLF + Escalation + Sub	Task Cost (With Sub)
	TASKS	Principal Engineer	Principal Engineer	Principal Engineer	Principal Engineer	Principal Engineer	Professional Engineer	Senior Engineer	Senior Engineer	Professional Engineer	Engineering Designer	Senior CAD Designer	CAD Technician	Project Manager Assistant	Project Accountant																						
No.	Initial Hourly Rate	\$125.00	\$110.58	\$100.27	\$89.04	\$88.58	\$72.05	\$78.65	\$87.02	\$61.82	\$45.28	\$57.00	\$41.50	\$40.38	\$40.00	\$0.00	Direct Labor	Labor+OH Multiplier	Fee Multiplier	Actual Labor Multiplier																	
	Key Personnel	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No																				
	Prevailing Wage	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No																				
																		2.9166	12%	3.2666																	
7.3	Water Quality Assessment Report		4			8						16					28	\$1,875	\$5,470	\$656.39	\$6,126	\$6,500					\$26,839						\$26,839	\$33,340			
7.4	General Assistance on Tree Planting Mitigation Approaches		4			8						16					28	\$1,875	\$5,470	\$656.39	\$6,126	\$6,500					\$15,564						\$15,564	\$22,064			
7.5	Preliminary Stormwater Control Plan		4			8						16					28	\$1,875	\$5,470	\$656.39	\$6,126	\$6,500					\$41,646						\$41,646	\$48,146			
7.6	Preliminary Bridge Design Hydraulic Study		4			8						16					28	\$1,875	\$5,470	\$656.39	\$6,126	\$6,500					\$26,262						\$26,262	\$32,763			
7.7	Drainage Impact Study Report		4			8						16					28	\$1,875	\$5,470	\$656.39	\$6,126	\$6,500					\$38,340						\$38,340	\$44,841			
7.8	Bridge Design Hydraulic Study		4			8						16					28	\$1,875	\$5,470	\$656.39	\$6,126	\$6,500					\$34,652						\$34,652	\$41,152			
7.9	Drainage Report		4			8						16					28	\$1,875	\$5,470	\$656.39	\$6,126	\$6,500					\$54,032						\$54,032	\$60,532			
7.10	65% Erosion Control and Water Pollution Control Plans		4			8						16					28	\$1,875	\$5,470	\$656.39	\$6,126	\$6,500					\$49,954						\$49,954	\$56,454			
7.11	Planting Mitigation Plan		4			8						16					28	\$1,875	\$5,470	\$656.39	\$6,126	\$6,500					\$37,152						\$37,152	\$43,652			
7.12	Stormwater Control Plan (SWCP)		4			8						16					28	\$1,875	\$5,470	\$656.39	\$6,126	\$6,500					\$28,187						\$28,187	\$34,687			
8.0	GRANT FUNDING ASSISTANCE																0	\$0	\$0	\$0.00	\$0	\$0	\$ 84,499	360									\$0	\$0	\$124,383		
8.1	Grant Application Support		40		40	40						120	120				360	\$24,380	\$71,107	\$8,532.80	\$79,640	\$84,499									\$39,884	\$39,884	\$124,383	\$0			
																	0	\$0	\$0	\$0.00	\$0	\$0											\$0	\$0			
	Subtotal - Hours	40	1240	0	1264	1468	948	0	160	2256	3844	600	1200		700	0	13720	\$892,716.04	\$2,603,695.60	\$312,443.47	\$2,916,139.07	\$3,094,091	\$ 3,094,091	13720									0				
	Anticipated Salary Increases																	\$54,476.45	\$158,886.01	\$19,066.32	\$177,952.33																
	Other Direct Costs																				\$8,086.88																
	Total Cost	\$5,000	\$137,119	\$0	\$112,547	\$130,035	\$68,303	\$0	\$13,923	\$139,466	\$174,056	\$34,200	\$49,800		\$28,266	\$0	\$0	\$892,716	\$947,192	\$2,762,582	\$331,510	\$3,102,178				\$104,611	\$16,780	\$2,250	\$106,996	\$5,164	\$655	\$46,885	\$1,759	285,100	293,187		
																											\$1,084,765	\$113,861	\$409,227	\$328,925	\$288,313	\$14,348	\$201,478	\$73,905	\$0	\$2,514,822	\$5,617,000

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT 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, CONSULTANT's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT 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.

CONSULTANT 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:

Margaret Yates
yatesm@mendocinocounty.gov
(707) 234-6869

[END OF EPAYABLES INFORMATION]