

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

This Agreement is entered into this 21st day of August, 2013, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter called COUNTY, and Quincy Engineering, hereinafter called CONSULTANT.

RECITALS

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

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

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

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

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

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

1. TERM OF AGREEMENT

- A. The term of this Agreement shall be for 180 days beginning as of the Effective Date and ending 180 calendar days later.
- B. Notwithstanding the foregoing, COUNTY shall not be obligated for payments hereunder for any future fiscal year unless or until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S budget for the fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds for this Agreement were appropriated. COUNTY shall notify CONSULTANT, in writing, of such non-appropriation at the earliest possible date. However, any term herein which by its nature extends beyond the end or termination of this Agreement, remains in effect until fulfilled (including, without limitation, unfulfilled payment obligations, and outstanding liabilities).

2. OBLIGATIONS OF COUNTY

COUNTY agrees to do the following:

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

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

5. INSURANCE AND INDEMNITY

- A. Defense and Indemnification for Design Professional Services. To the fullest extent permitted by law, and in accordance with Civil Code §2782.8, CONSULTANT shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (collectively, "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.
- B. Defense and Indemnification for Non-Design Professional Services. CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of Litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.
- C. Acceptance of insurance, if required by this Agreement, does not relieve CONSULTANT from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONSULTANT'S operations regardless if any insurance is applicable or not.
- D. Workers' Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:
"I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."

6. COUNTY REPRESENTATIVE

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

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

11. GOVERNING LAW AND VENUE

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

12. CONSULTANT NOT OFFICER, EMPLOYEE OR AGENT OF COUNTY

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

13. PROVISIONS REQUIRED BY LAW

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

14. AGREEMENT SHALL BIND SUCCESSORS AND SURVIVORS

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

15. ASSIGNMENT

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

16. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

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

17. COMPLIANCE WITH LAWS

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

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

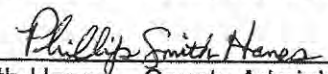
APPROVED AND EXECUTED:

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

County Of Humboldt

By: 
Thomas K. Mattson – Public Works Director

By: 
Phillip Smith-Hanes – County Administrative Officer

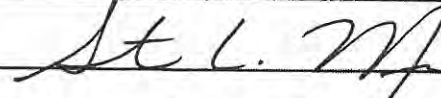
DATE OF EXECUTION ("Effective Date"): 8/21/13

Consultant: Quincy Engineering

By: 

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

Date: 7/30/13

By: 

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

Date: 7/30/13

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

INSURANCE REQUIREMENTS:
(PRE-APPROVED FORM)
Risk Manager

yellow-billed cuckoo. Swain Slough has potential to support the following special-status fish species:

- Southern Oregon/Northern California Coasts (SONCC) coho salmon Evolutionarily Significant Unit [ESU] (*Oncorhynchus kisutch*), a federally- and state-listed as threatened species;
- California coastal Chinook salmon ESU (*Oncorhynchus tshawytscha*), a federally-listed as threatened species;
- Northern California steelhead distinct population segment [DPS] (*Oncorhynchus mykiss irideus*), a federally-listed as threatened species;
- Tidewater goby (*Eucyclogobius newberryi*), a federally-listed as endangered species;
- Pacific northern green sturgeon DPS (*Acipenser medirostris*), a federal species of concern; and
- California Coast cutthroat trout (*Oncorhynchus clarkii clarkii*), California Species of Special Concern (CNDDDB occurrence on Martin Slough, which is a tributary to Swain Slough).

The project site is within designated critical habitat for SONCC coho salmon ESU, California coastal Chinook salmon ESU, and Northern California steelhead DPS. Since these fish species are listed under the federal endangered species act, formal Section 7 endangered species act consultation will be required with the National Marine Fisheries Service (NMFS). Since SONCC ESU coho salmon is also listed as threatened under the California endangered species act, a Section 2081 incidental take permit will need to be obtained from the California Department of Fish and Wildlife (DFW). In addition, since Swain Slough within the project study area provides Essential Fish Habitat (EFH) for Pacific salmon, consultation with NMFS pursuant to Section 305(b)(2) of the Magnuson-Stevens Fishery Conservation and Management Act will be required. Additionally, Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) will be required for the tidewater goby.

SCOPE OF WORK

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

Task 1: Prepare Biological Assessment/Essential Fish Habitat Assessment for Listed Salmonids and Pacific Salmon

A reconnaissance-level field characterization of aquatic habitat in Swain Slough in the vicinity of the existing bridge will be conducted extending up to 750 feet upstream and downstream of the project site (Note – If there is private property within the study area, NSR will only survey those areas where permission has been granted to the County by the property owner). The characterization will include extent of suitable salmon spawning and rearing habitats within the affected stream reaches.

Formal consultation with NMFS under Section 7 of the federal Endangered Species Act is anticipated at this time to deal with potential project-related impacts to federally-listed fish species and associated designated critical habitat. For purposes of this scope of work, NSR assumes that preparation of a Biological Assessment (BA) will be required. 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. In addition, pursuant to Sections 2080 and 2081 of the California Fish & Game Code, consultation with DFW may be required if there are potential impacts to species that are also state listed (i.e., state-threatened SONCC coho salmon ESU).

Task 3: Prepare Noise Technical Memorandum

Bollard Acoustical Consultants, Inc. (BAC), as a subcontractor to NSR, will conduct an initial noise assessment that consists of the following:

- BAC will identify the noise level standards contained within the Humboldt County General Plan Noise Element, applicable Caltrans Protocol, and any other germane city, state or federal noise standards applicable to project construction activities.
- BAC will conduct a detailed site inspection and short-term ambient noise survey to identify sensitive receptors located within the project study limits and to generally quantify ambient noise conditions in the immediate project vicinity.
- Using Caltrans Construction Noise Evaluation program, BAC will prepare an assessment of potential noise impacts associated with project construction, including pile-driving activities. The evaluation will include consideration of the dates, times, and equipment to be used in the construction project,
- Specific recommendations for noise control at impacted receiver locations in the project vicinity will be provided as required by the Caltrans Protocol.
- BAC will provide a written construction noise memorandum for this project which includes the data, analysis, and results of the study. This memorandum will cover construction noise only and does not include preparation of the project Noise Study Report (NSR) or Noise Abatement Decision Report (NADR).

Task 3 Deliverables: Electronic copy of administrative draft technical report in PDF; two (2) bound hard copies of the revised draft version of the technical report; five (5) bound hard copies of the final version the report; PDF of final version of the report.

Task 3 Meeting(s): N/A

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

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

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

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

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

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