

AGREEMENT FOR SERVICES
between the
NORTHWEST CALIFORNIA RESOURCE CONSERVATION &
DEVELOPMENT COUNCIL and
Balance Hydrologics, Inc.

Relative to: Sidney Gulch Fish Passage Design(SGFS2)

This agreement, by and between the Northwest California Resource Conservation & Development Council, herein called "Council"; and Balance Hydrologics, Inc. , herein called "Consultant", shall be effective as of the last date signed until September 30, 2022.

- I. Consultant agrees to develop final designs, in coordination with Council, to provide for fish passage and instream habitat improvement of Sidney Gulch at the USFS Compound in Weaverville. Although an overall Scope of Work is included as Exhibit A, specific work shall be requested through individual, written Task Order. Each Task Order shall describe work to be performed, a timeline, and a maximum expenditure amount.
- II. Council agrees to facilitate access to and make provisions for the Consultant to enter upon public and private lands as required to perform the services listed in the Scope of Work. Council also agrees to make available to Consultant all pertinent non-public data and records (relevant past surveys, reports and other data) that are required for Consultant to perform the services listed in the Scope of Work and which are not easily accessible to Consultant.
- III. Council agrees to pay Consultant for actual labor and services performed up to a maximum of \$97,350 based on the Project Budget and at the rates provided in Exhibit B. Individual Task Orders will specify a maximum dollar amount that the Council will pay Consultant for work to be done within each Task Order.

Invoices for payment that document time spent – including a total amount of actual hours and salary rate per person, work done, and eligible expenses incurred – shall be prepared for whole months within the effective dates of the agreement. If the agreement effective date does not fall on the first day of a month and/or if the agreement termination date does not fall on the last day of a month, then the first and/or last invoice(s) may not span whole months for this reason. The Council fiscal year begins on July 1st of each year and ends the following June 30th. Invoice periods shall not span more than one Council fiscal year.

The primary page(s) of the Invoice, which lists a summary of charges, shall include the period of time spanned by the Invoice as well as the project name. Expenditures shall be detailed according to each Task Order and shall include actual hours per position or per person, travel, supplies, and other expenses by task. Invoices must be accompanied by itemized receipts as described in Exhibit B. A narrative description of the work done is required to accompany the invoice and must be of sufficient detail to

justify the expenses. Council shall retain 10 percent of each payment, which shall be due when all of the following occur: 1) completion of each Task Order; 2) completion of said work and products in the manner required by the agreement; and 3) receipt by Council of all said work products. On final invoices for a Task Order, Consultant shall indicate the completion of the Task Order on the invoice. Completion of a Task Order must be confirmed by Council staff.

Invoices shall be sent to the Council within 7 business days following the end of the invoice period to the following address:

Northwest CA Resource Conservation & Development Council
Attn: Muriel Manka, Assistant Engineer
PO Box 2183
Weaverville, CA 96093

Electronic invoices shall be addressed to the Council staff member above, but the staff managing each Task Order being billed and the Council accounting staff – Kayla Blanchard at kblanchard@northwestcarcdc.org – shall also be copied on the email. If invoices are mailed by standard USPS mail, only a single copy is required.

Council agrees to pay Consultant within 45 days of receipt of an Invoice that is completed in accordance with the above requirements. Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government or other funding entity has delayed distribution of funds that are intended to be used by the Council for funding payment to Consultant.

Payments and correspondence shall be sent to Consultant using the following contact information:

Balance Hydrologics, Inc.
Attn: Rachel Boitano, Comptroller
800 Bancroft Way, Suite 101
Berkeley, CA 94710-2251
(510) 704-1000 x245
rboitano@balancehydro.com

- IV. Consultant shall maintain a minimum of \$1 Million dollars of commercial general liability insurance or its equivalent on which the Council is named as an Additionally Insured. Where the services to be provided under this agreement involve or require the use of any type of vehicle by Consultant in order to perform said services, Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Said policies shall remain in force through the life of this agreement. Consultant shall provide 30 day advance notice to Council of any termination or reduction in coverage.

The Certificate Holder and Additional Insured should read as follows:
Northwest California Resource Conservation & Development Council
PO Box 2183
Weaverville, CA 96093-2183

The insurer shall supply both Certificates of Insurance and endorsements signed by the insurer evidencing such insurance to Council.

- V. Consultant shall provide Council with a completed W-9 Request for Taxpayer Identification Number and Certification.

- VI. Consultant shall retain all financial accounts, timecards, documents, and records, herein collectively "records", relating to this agreement. The records shall include evidence sufficient to substantiate all expenses related to work under this agreement. Consultant shall retain the records for a minimum of three years following final payment from Council for work under this agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Council may review, obtain, and copy all records. Consultant shall provide Council access to the Consultant's records upon reasonable notice during normal business hours.

Consultant shall permit Council to audit all books, accounts or records relating to this agreement or all books, accounts or records of any business entities controlled by Consultant who participated in this agreement in any way. An audit may be conducted on Consultant's premises or, at Council's option, Consultant shall provide all books and records within a maximum of 15 days upon receipt of written notice from Council. Consultant shall refund any moneys erroneously or excessively charged. If Council ascertains that it has been billed erroneously or excessively by Consultant, Consultant shall be liable for the costs of the audit in addition to any other penalty to be imposed.

- VII. Consultant certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Consultant shall disclose of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

VIII. It is mutually agreed that:

- A. This agreement will be effective until the date specified on the first page of this document. However, no work may be performed or costs incurred before all insurance and other requirements outlined in this agreement have been met. If any insurance or other requirements lapse during the course of this agreement, then work shall immediately cease and may not resume until those requirements are satisfied.

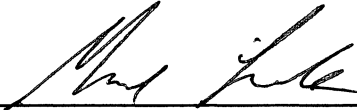
- B. Either party may terminate this agreement by providing a 30-day written notice to the other party.
 - C. This agreement may be amended or modified in writing, by the mutual consent of Council and Consultant.
 - D. Individual Task Orders may specify additional terms and conditions for work if the specific source funding the task order work requires it. Acceptance of the Task Order by Consultant in writing shall incorporate those additional requirements into this agreement and shall apply specifically to work completed under that Task Order.
 - E. Consultant shall be responsible for the professional and technical soundness, accuracy, and quality of work and materials furnished under this agreement, to at least the same level of competency presently maintained by other responsible practicing professionals in the same type of work in the professional community.
 - F. The Council will retain ownership and right of use of product(s) manufactured under this agreement. Any and all documents, information, computer disk, and reports concerning the work completed under this Agreement prepared by and/or submitted to the Consultant, shall be the property of the Council. The Consultant may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Agreement, for any reason whatsoever, Consultant shall promptly turn over all information, writing, computer disk, and documents to Council without exception or reservation. Consultant shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide Council with said disk.
 - G. The Council, its officers, agents, and employees, shall not be liable or responsible for any injury or damage to persons or property resulting from the operations or activities of the Consultant or its employees while engaged in complying with any of the terms of this agreement. Consultant agrees to indemnify and hold harmless the Council and its officers, agents, and employees, and Council's funders, from and against all claims and liability for damage or injury to persons or property resulting from the activities of the Consultant and their employees.
- IX. The Northwest California RC&D Council prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, gender identity or expression, genetic information, political beliefs, military or veteran status, reprisal, or because all or a part of an individual's income is derived from any public assistance program. To file a complaint of discrimination write to Northwest California RC&D Council, PO Box 2183, Weaverville, CA 96093-2183.

X. Attest:



David Shaw, PG, President / CEO, Balance Hydrologics, Inc.

04/13/22 Date



Northwest CA Resource Conservation & Development Council

4/13/22 Date

EXHIBIT "A" SERVICES TO BE PROVIDED BY CONSULTANT

Consultant agrees to provide all of the services outlined in the Tasks below as requested by Council's Contract Representative through individual, written Task Order. Each Task Order will describe work to be performed and a maximum expenditure amount. Consultant may not substitute personnel listed in Exhibit "B" or utilize the services of independent contractors, sub-consultants, and subcontractors to complete Project work without advance written approval from Council's Contract Representative (CR). If such subcontractors are approved, they shall be subject to the terms of this agreement including, but not limited to, insurance requirements.

SCOPE OF WORK & TASKS

Background

The overall goal of the project is to complete final designs to upgrade the section of Sidney Gulch that runs through the USFS compound in Weaverville in order to allow for fish passage, improve flood conveyance and sediment transport, improve instream and riparian habitat and reduce water temperatures, while balancing these against the Forest's management goals for the compound. A concept design was developed in 2014 by Michael Love & Associates (MLA) for the Sidney Gulch USFS Compound Fish Passage Improvement project in close coordination and with consistent input, direction, and oversight from Council and an interdisciplinary team that included Council's CR, several specialists from the USFS Shasta-Trinity staff, and other agency stakeholder representatives. Refer to the project Final Report: Sidney Gulch USFS Compound Site Feasibility Study, which includes the concept design and accompanying technical memorandum prepared by MLA as well as a coho salmon literature review by Ross Taylor & Associates, and a geotechnical study by CGI Technical Services, Inc. As part of the geotechnical study completed for the concept design, gasoline contamination was discovered in the southern segment of the USFS compound adjacent to and within the restoration project area. The USFS eventually performed additional and more extensive sampling and developed a Corrective Action Plan (CAP) to address the treatment of the contamination. The CAP was submitted to and approved by the State Water Resources Control Board. It is important to note that the USFS is solely responsible for any further development and/or implementation of the CAP and remediation of the contaminated materials. The Council's restoration project does not have any involvement in that remediation effort. However, the CAP implementation and the restoration design, and eventual implementation, will be closely coordinated. The USFS has indicated they intend to proceed with the work proposed in the current CAP, which is to remove most of the contaminated materials within the footprint of the restoration design and restore the surface to withstand one to two winters with no permanent paving/hardscape. Future funds procured for restoration implementation by the Council might then be used to construct the instream and riparian habitat features and finish areas disturbed by the restoration activities. The focus of this agreement is for Consultant to develop the existing concept designs under the direction of the Council. The Council will continue to coordinate closely with USFS and Consultant to ensure the concept restoration design is developed with both restoration and compound management concerns in mind.

The following tasks outline the steps needed for Consultant to complete work under this agreement. Detailed work descriptions and deliverables will be issued via individual Task Orders.

Tasks

1. Project Management
 - a. Project Data Review: Digest investigation results and other data to understand the project site current status and USFS (Landowner) input and provide options for advancing the design.
 - b. Ongoing coordination with the Council, Landowners, Agencies, and various stakeholders and members of the project design team.
 - c. Monthly invoicing and preparation of progress reports.
2. Prepare 65% Design plans
 - a. Complete Utilities Schematic
 - b. Design Development
 - c. Preparation of 65% Design Plans & Specifications
 - d. Prepare Draft Basis of Design Memorandum & Intermediate Engineer's Cost Estimate
 - e. Participate in Stakeholder Review Meeting (may be held virtually)
3. Preliminary Permitting/NEPA Support: Includes responses to requests for information, construction quantities, review of draft documents, and participation in discussions on environmental analysis and permitting.
4. Draft Final Design Submittal
 - a. Design Development based on comments received on 65% design
 - b. Draft Final (90%) Plans & Specifications
 - c. Final Hydraulic Modeling for Base Flood Elevations & FEMA Coordination
 - d. Final Basis of Design Memorandum & Cost Estimate
5. Final (100%) Plans, Specifications, & Cost Estimate

Major Deliverables

1. Progress Reports & Invoices
2. Intermediate (65%) Plan set in electronic pdf & AutoCAD dwg format
3. Draft 65% and final versions of the Basis of Design Technical Memorandum in electronic pdf format
4. Draft (90%) Plans, Specifications, and Cost Estimate (PS&E) package in electronic pdf & AutoCAD dwg format
5. Final (100%) PS&E package electronic pdf & AutoCAD dwg format and four (4) wet stamped hardcopies in 11"x17" and/or 22"x34" format.

ADDITIONAL SERVICES

The Council may desire services to be performed which are relevant to this Agreement or services but have not been included in the Scope of Work listed above. Consultant agrees to perform said additional services only upon the written request of Council Contract Representative. These additional services could include, but are not limited to, any of the following:

1. Serving as an expert witness for the Council or 5C Member Counties in any litigation or other proceedings involving the project or services.
2. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this Agreement.

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONSULTANT

The total amount of this Agreement, including all Task Orders, will not exceed \$97,350.00. The Consultant will be reimbursed at the following rates for all work completed under this Agreement. Rates will remain in effect for the term of the Agreement unless modified by Amendment. Consultant may not substitute personnel listed below to complete Project work without advance written approval from Council's Contract Representative (CR).

Consultant Personnel:	Hourly Rate*:
Principal Engineer (Peter Kulchawik, Dave Shaw)	\$208 *
Project Professional	\$170 *
Senior Staff Professional (Devon Eckberg)	\$155 *
GIS/CADD Analyst	\$132 *
Senior Project Administrator	\$113 *
Report Specialist	\$113 *

* Benefits and Administrative and Overhead Expenses are calculated into hourly rates for individuals listed above.

Travel Expenses: Any travel must be coordinated with Council and pre-approved in writing. Consultant agrees to schedule and perform work on consecutive days whenever possible and practical should multiple days be needed. Such pre-approved expenses shall be compensated either at the current Federal reimbursement rates, which are subject to change, or at the travel rates stipulated in the grant(s) funding the work, which may vary by Task Order. The Federal reimbursement rates below are shown only for reference. Rates in effect at the time any expense is incurred ("current" rates) apply for cost reimbursement under this agreement. Itemized lodging and meal receipts must be submitted with invoices for reimbursement.

<u>Expense Type</u>	<u>Reimbursement Rates</u>
Mileage	\$0.585 per mile or current rate
Lodging	Actual cost not to exceed current rate, which varies by location.
Meals & Incidentals	Not to exceed current rate for each meal and incidentals, which varies by location.

Materials & Supplies:

Consultant must obtain prior written approval for the purchase of any materials and/or supplies as well as the rental of any equipment required to complete the tasks and products under this agreement. Itemized receipts for such approved

purchases must be submitted with invoices for reimbursement. Equipment owned by Consultant may be used with Council's prior writer approval at the following rates:

<u>Expense Type</u>	<u>Reimbursement Rates</u>
Total Station	\$100/Day
RTK GPS Survey Equipment	\$200/Day

Timeline: Time is of the essence in this agreement.