

**COUNTY OF SISKIYOU
CONTRACT FOR SERVICES**

This Contract is entered into on the date signed by all parties to it.

COUNTY: Siskiyou County Community Development Department
806 S. Main Street
Yreka, CA 96094

and

CONTRACTOR: VESTRA Resources Inc.
5300 Aviation Drive
Redding, CA 96002
530-223-2585

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective September 1, 2024, and shall terminate on August 31, 2025, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms.

All such services are to be coordinated with County and the results of the work shall be monitored by the Community Development Director or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A", the not to exceed amount of Seventeen Thousand Six Hundred Dollars and No/100 cents (\$17,600.00) for the term of the Contract.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.

- 5.02** Contract Management: Contractor shall report to the **Community Development Director** (or his or her designee) who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06** General Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured

under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as many otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County . The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 above and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

5.08 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of this Contract a professional liability insurance policy with a minimum coverage level of One Million and No/100 Dollars (\$1,000,000.00), or as determined in writing by County's Risk Management Department.
- 5.11** State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
 - c. County will not withhold state or federal income tax from payment to Contractor;
 - d. County will not make disability insurance contributions on behalf of Contractor;
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12** Records: All reports and other materials collected or produced by the contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the

County and are not necessarily suitable for any future or other use.

- 5.13** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.14** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.
- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would

conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this Contract is an officer or employee of County.

- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
 2. Death of Contractor.
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed

at the time the notice of termination is received.

- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry,

disability, sex or religion of such person.

- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of contractor's heirs, successors, executors, administrators, and assigns shall be jointly and

severally liable under this Contract.

- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

Date: 9/17/2024

Date: 9/17/2024

CONTRACTOR, VESTRA Resources, Inc.

Kimberly Wilkes
Signed By: Kimberly Wilkes, Operations Manager/CFO

Wendy Johnston
Signed By: Wendy Johnston, Vice President

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

COUNTY OF SISKIYOU

Angela Davis, County Administrator (Date)

APPROVED AS TO LEGAL FORM:

Natalie Reed, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:
Fund Org Account Activity Code (if applicable)
1001 207080 723000
If not to exceed, include amount not to exceed: \$17,600.00.

Encumbrance number (if applicable):

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Diane Olson, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

Hayley Hudson, Risk Management (Date)

Exhibit A Attachment A: Scope of Work and Cost Proposal



5300 Aviation Drive | Redding, CA 96002
Phone 530.223.2585 | Fax 530.223.1145
info@vestra.com | www.vestra.com

January 4, 2024

GIS, Environmental, & Engineering Services

202403

Bernadette Cizin
Associate Planner
Siskiyou County
806 S. Main Street
Yreka, CA 96097

Via Email
bpcizin@co.siskiyou.ca.us

**RE: Scope of Work and Cost Estimate CEQA Support
Waddell Rock Quarry Use Permit Amendment**

Dear Ms. Cizin:

VESTRA is pleased to provide this proposal to Siskiyou County to prepare the CEQA document for the proposed Waddell Rock Quarry Reclamation Plan and Use Permit Amendment.

CEQA RECOMMENDATION

Given the limited nature of the proposed amendment, long history of a quarry at the site, and the age of the original CEQA document, we believe a Subsequent Environmental Impact Report is not required and an Initial Study and Mitigated Negative Declaration (IS/MND) would provide adequate CEQA review.

DISCUSSION

Physical and operational changes that will be analyzed in the IS/MND document include:

- Increased disturbance area from 7 acres to approximately 18 acres
- Changes in the configuration of highwalls and benches
- Extension of the life of the quarry until 2052 (an additional 25 years)
- Increase to the maximum annual production of the quarry from 100,000 cubic yards to 357,000 cubic yards
- Increased maximum depth of the mine by 7 feet
- Removal of stream skimming from the permit
- Addition of detention basin for stormwater

Resources potentially impacted by the Project include aesthetics, forest resources, geology and slope stability, biological resources, and cultural and tribal cultural resources. Potential other issues not made clear in the documents provided include hazards and hazardous materials, air quality, and greenhouse gases. If fuel is to be stored onsite, it will need to be addressed. The previous reclamation plan allowed for crushing of material. To date, material has not been crushed onsite. It is not stated in the reclamation plan how the crusher will be powered. If by portable equipment, such as generators, an analysis for air quality and greenhouse gas emissions will be required.

Waddell Rock Quarry CEQA
January 4, 2024
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This Scope of Work assumes the following:

- Traffic will not increase over baseline
- Noise will not increase over baseline
- Type of equipment used onsite will not change from current conditions

DISCREPANCIES

The following discrepancies and inconsistencies are noted in the material provided and should be clarified by the applicant prior to initiation of the CEQA analysis:

- Original reclamation plan noted production in cubic yards. The proposed Amendment Documents lists production in short tons; however, cubic yards should be used for consistency. The proposed production increase from 100,000 cubic yards to 300,000 short tons is an increase to 357,000 cubic yards.
- The area was timberland prior to the recent fire and was logged under a Timber Harvest Plan (THP) in 2008. The FACE and application refers to the best future use as timberland in multiple locations. A Timberland Conversion Permit (TCP) should be required for the expansion area. An additional THP would likely not be required for the TCP due to the post-fire conditions.
- How does the operator intend to power the crusher?
- Does the operator intend to store fuel or other hazardous materials onsite?
- Equipment to be used onsite is not listed. Equipment in the amendment should not change from the previous plan without additional analysis for greenhouse gas emissions.
- The application in multiple locations states no berms or ponds are required. The SWPPP notes the use of berms to direct water and the use of a detention pond on the processing site to detain onsite stormwater prior to discharge. Which is correct?
- The processing site is located within the 100-year flood plain within one mile of a state highway bridge. Has the county initiated Caltrans review?
- The Area of Potential Effect (APE) for the archeological review does not match the actual area of the proposed expansion. The Archeologist notes that the area of proposed expansion is quite steep and hence was not surveyed. Also, no resume is provided with the report to determine the qualifications for review.

SCOPE OF WORK

A Scope of Work to complete the CEQA document and any supporting technical reports is included below. A Scope of Work and assumptions for each task are included below. The anticipated CEQA document for the Project is an Initial Study/Mitigated Negative Declaration (IS/MND).

Waddell Rock Quarry CEQA
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Task 1 Site Visit/Applicant Meeting

A site visit will be conducted to develop a description of existing conditions at the Project site and surroundings. This task including a meeting with the applicant to obtain additional Project details required for the Project description in the CEQA analysis that are not included in the reclamation plan amendment and application materials. The meeting with the applicant can be conducted at the Project site concurrently with the site visit, at the County office, or via conference or video call. This is important for determining baseline conditions at the Project site and to obtain additional information on proposed mining operations.

Task 2 Draft Initial Study/Mitigated Negative Declaration

Based on County acceptance of provided reports and responses to the discrepancies noted, if no significant and unavoidable impacts are identified for the project, a Draft IS/MND will be prepared. Information from the technical reports prepared for the Project applicant will be incorporated into the analyses for the biological, geological, and cultural and tribal cultural resources as provided. Additional evaluation of aesthetic resources will be prepared by VESTRA staff.

The Cost Estimate for this task includes preparation of an Administrative Draft Initial Study as well as one round of revisions following review by the project applicant and the County.

Task 3 Respond to Public Review Comments/Attendance at Planning Meetings (TBD)

The cost estimate for this task depends on public comments received on the project. Response to public review comments and meeting attendance following submittal of the Draft Initial Study will be billed on a time-and-materials basis at the rates included on the VESTRA 2024 Rate Schedule (attached). A more accurate cost estimate can be provided following receipt of public review comments for the document.

Task 4 Project Management

This task includes budget review, contracting, and other management tasks, including coordination and interacting with the applicant and Siskiyou County staff.

Optional tasks include:

Task 5 Peer Review of Provided Reports (TBD)

If the County determines that review of the biological, archeological, or geotechnical reports are warranted, these reports will be reviewed by professional staff. The biological report will be reviewed in house by VESTRA senior staff. Archeological and geotechnical reports will be provided to subconsultants for review. Costs for this work will be provided if requested by county.

Waddell Rock Quarry CEQA
 January 4, 2024
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Task 6 Air Quality Technical Report (TBD)

If it is determined that the Project will include the use of onsite generators or additional onsite equipment that would result in increased emissions from equipment and haul trucks, an Air Quality Technical Report will be required. RCH Group (RCH) will estimate emissions of volatile organic compounds (VOC), nitrogen oxides (NO_x), carbon monoxide (CO), sulfur dioxide (SO₂), particulate matter less than 10 micrometers (PM₁₀), and particulate matter less than 2.5 micrometers (PM_{2.5}) from construction and operation of the project, and will compare emissions to the applicable Siskiyou County Air Pollution Control District significance thresholds. Mitigation measures, such as processing plant combustion controls and fugitive dust emission reduction measures for the project, will be evaluated, if needed. RCH will develop an Air Quality Technical Report addressing the air quality and greenhouse gas emissions resulting from the implementation of the proposed Project. The emissions inventory, assumptions, and methodologies will be contained within the Air Quality Technical Report.

A health risk assessment may be required based on California EPA’s *Air Toxics Hot Spots Program Risk Assessment Guidelines*, and the USEPA AERMOD dispersion model that are used to develop the exposure assessment and risk characterization. The modeling methodology will be consistent with procedures documented in the USEPA *Guideline on Air Quality Models*. The health risk assessment will use meteorological data from Siskiyou County Airport. The proposed project is located near single-family homes. The cost estimate to complete the work can be provided if necessary; however, they generally cost between \$8,000 and \$10,000.

COST ESTIMATE

The cost to complete the work detailed above is summarized in Table 1. Work will be performed on a time-and-materials basis at the rates shown on the attached 2024 VESTRA Rate Schedule.

Table 1 COST ESTIMATE*		
Task #	Description	Estimated Cost
1	Site Visit/Applicant Meeting	\$2,000
2	Draft Initial Study/Mitigated Negative Declaration	\$14,000
3	Respond to Public Review Comments/Attendance at Planning Meetings	TBD
4	Project Management (10% of total excepting subcontractor tasks)	\$1,600
5	Peer Review of Provided Reports	TBD
6	Air Quality Technical Report	TBD
Total Estimated Cost		\$17,600

Notes: *Costs presented are estimated costs and may vary based on responses from governmental agencies or parameters outside of VESTRA’s control.

Waddell Rock Quarry CEQA
January 4, 2024
Page 5 of 5

Please call me at 530-223-2585 if you have any questions concerning this proposal. We look forward to working with you.

Sincerely,

VESTRA Resources, Inc.



Wendy Johnston
Vice President

Attachments

2024 VESTRA RATE SCHEDULE	
Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$85.00 - \$95.00
Environmental Scientist	\$110.00 - \$130.00
Regulatory Compliance Specialist	\$110.00 - \$130.00
Environmental GIS Analyst	\$110.00 - \$130.00
Environmental GIS Specialist	\$125.00 - \$155.00
Associate Geologist	\$110.00 - \$130.00
Associate Hydrologist	\$110.00 - \$130.00
Regulatory Biologist	\$105.00 - \$120.00
Senior Biologist	\$120.00 - \$150.00
Senior Environmental Scientist	\$105.00 - \$150.00
Senior Regulatory Compliance Specialist	\$140.00 - \$180.00
Professional Geologist	\$140.00 - \$200.00
Professional Hydrologist	\$140.00 - \$200.00
Project Manager	\$140.00 - \$190.00
Senior Project Manager	\$165.00 - \$230.00
Senior Consultant	\$165.00 - \$230.00
Principal Consultant	\$165.00 - \$230.00
Engineering Services	
Engineering Technician	\$55.00 - \$100.00
Associate Engineer	\$105.00 - \$150.00
Professional Land Surveyor	\$150.00 - \$180.00
Senior Engineer	\$160.00 - \$230.00
Survey Crew	\$190.00 - \$230.00
GPS Survey	\$190.00
Administration	
Admin Clerk/ Document Production Technician	\$40.00 - \$65.00
Admin Supervisor I/ Document Production Supervisor	\$75.00 - \$100.00
Equipment Classification Rates	
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Per Diem/Travel Expenses*	
Vehicle Mileage*	\$0.67 - \$0.77

* **Travel Expenses:** Billed as direct reimbursement plus 15% or the Federal Per Diem rate as required by contract.

Overtime: Days exceeding 8 hours will result in higher bill-out rates not to exceed the ranges for the above categories.

Subcontractors: Billed as direct reimbursement plus 15%.

Terms: Due and Payable upon Receipt; 1 ¾% per month (21% per annum) finance charge will be added to any balance 30 days past due.