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 Phone: 530-223-2582

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective April 1, 2024, and shall terminate on March 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 <u>Independent Contractor</u>: 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 <u>Compensation</u>: 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 Fifty-Two Thousand, One Hundred and Seventy-Eight Dollars and 25/100 cents (\$52,178.25) for the term of the Contract.
- **4.02** <u>Invoices</u>: Contractor shall submit detailed invoices for all services being rendered.
- **4.03** <u>Date for Payment of Compensation</u>: 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 <u>Contractor Qualifications</u>: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.

- 5.02 <u>Contract Management</u>: 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 <u>Tools and Instrumentalities</u>: 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.
- 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.
- 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** <u>State and Federal Taxes</u>: 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.
- 8.12 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 <u>Assignability of Contract:</u> 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 <u>Warranty of Contractor</u>: 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.
- Mithholding 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 <u>Cooperation of County</u>: 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** <u>Termination on Occurrence of Stated Events</u>: 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 <u>Termination by County for Default of Contractor</u>: 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 <u>Termination for Convenience of County:</u> 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** <u>Termination of Funding:</u> 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 <u>Conformance to Applicable Laws:</u> 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 <u>Waiver:</u> 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** <u>Time is of the Essence</u>: 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 <u>Cumulation of Remedies</u>: 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)

information for each fiscal year.

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.

COUNTY OF SISKIYOU

Date: 7/17/2024	MICHAELE NE KOBSEFF, CHAIR Board of Supervisors County of Siskiyou State of California			
ATTEST: LAURA BYNUM Clerk, Board of Supervisors By: Win Ly Win hin draw Deput von Deput v				
Deptity SAD IA S444	CONTRACTOR: Vestra Resources, Inc.			
Date:	Kon UD			
Date:	Kimberly Wollkes Operations Manager/CFO Wundy Johnston			
	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				
ACCOUNTING: Fund Organization Account Activit 1001 207080 723000	ty Code (if applicable)			
Encumbrance number (if applicable):				
If not to exceed, include amount not to exceed: \$52,178.25				
If needed for multi-year contracts, please include separate sheet with financial				

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

March 8, 2024

GIS, Environmental, & Engineering Services

202303

Hailey Lang Deputy Director of Planning Siskiyou County 806 S. Main Street Yreka, CA 96097 <u>Via Email</u> hlang@co.siskiyou.ca.us

RE: Scope of Work and Cost Estimate
CEQA Support
Williams Pit Reclamation Plan and Use Permit Amendment

Dear Ms. Lang:

VESTRA is pleased to provide this proposal to Siskiyou County to prepare the CEQA document for the proposed Williams Pit Reclamation Plan and Use Permit Amendment. The reclamation plan amendment is required to address mining at the site that was not conducted in accordance with the approved reclamation plan map, material that was placed in an area visible from lands west of the mine that is in violation of a use permit condition, as well as some other operational and administrative changes to the mine operation. The mining and reclamation boundary encompasses approximately 40 acres.

Physical and operational changes that will be analyzed in the document include increased disturbance area, changes in the configuration of highwalls and benches, extension of the life of the quarry for an additional 20 years, increase to the maximum annual production of the quarry, change from continuous to intermittent operations, reduced estimated total volume to be extracted, decreased maximum depth of the mine, importation of water for dust control instead of drilling a new well, addition of a 10,000-gallon diesel tank to the site, changes to revegetation details, and construction of a single detention basin for stormwater. Resources potentially impacted by the Project include aesthetics, biological resources, cultural and tribal cultural resource, geology and soils, hazards and hazardous materials, traffic, noise, and air quality and greenhouse gases.

This Scope of Work assumes traffic will not exceed the daily maximum of 100 loaded trucks per day (round trips) included in the CEQA analysis of the currently approved reclamation plan, and that a traffic study will not be required due to the low volume of traffic on area roadways. Heavy vehicles are typically not included or subject to Vehicle Miles Traveled (VMT) analysis; therefore, traffic impacts will be discussed qualitatively.

A Scope of Work and Cost Estimate to complete the CEQA document and supporting technical reports is included herein. 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. However, if significant and unavoidable impacts are identified during preparation of technical reports, an Environmental Impact Report will be required. The Cost Estimate is included in Table 1.

Williams Pit Reclamation Plan Amendment CEQA March 8, 2024 Page **2** of **5**

SCOPE OF WORK

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 Project 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 to determine baseline conditions at the Project site and to obtain additional information on proposed mining operations.

Task 2 Noise Analysis

The CEQA analysis for the currently approved reclamation plan did not quantify onsite equipment or offsite traffic noise levels for mining activities. In addition, an alternative access road was planned that was not adjacent to residences on Wilder Lane but was never constructed. Wilder Lane would be used as the access road for amended mining operations. The Project includes an increase in the maximum annual production from the mine which could result in increased equipment and haul truck noise levels. Traffic noise impacts from material haul trucks could be significant at residences along Wilder Lane depending on the maximum daily traffic volumes anticipated for amended mining operations.

RCH Group (RCH) will prepare the Noise Technical Report in a format that answers the noise issues identified in the Initial Study Environmental Checklist Form in Appendix G of the CEQA Guidelines. The Noise Technical Report will review applicable laws, policies, and regulations (including the Noise Mitigation Measures provided in the 2001 Staff Report). The Noise Technical Report will describe and discuss existing major sources of noise in the vicinity of the Project area. Site-specific measurements will include three long-term (24-hour) and several short-term (10-minute) measurements in and around the Project site (during quarry operations). The noise monitoring data will be used to characterize the existing conditions at the Project site and to determine noise compatibility consistent with local regulations/noise ordinances.

The Noise Technical Report will conduct an inventory of residences and other noise-sensitive uses along proposed haul routes. Based upon Project-specific information, the Noise Technical Report will estimate noise levels associated with Project construction and operations at sensitive receptor locations (nearby residences). Noise from construction equipment will be estimated using the Federal Highway Administration (FHWA) Roadway Construction Noise Model and noise from haul trucks along local haul routes will be estimated using the FHWA Traffic Noise Prediction Model. The Noise Technical Report will assess the potential for construction and operational-related vibration impacts to result in damage to nearby structures or result in substantial human annoyance based on the type of equipment proposed and assessment criteria developed by Caltrans for large-scale construction projects. Vibration levels from proposed equipment will be estimated and compared to applicable criteria. The Noise Technical Report will identify feasible and appropriate

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Williams Pit Reclamation Plan Amendment CEQA March 8, 2024 Page 3 of 5

mitigation measures to avoid or reduce adverse noise and vibration impacts, as needed. The Scope of Work prepared by RCH for this task is included as Attachment A. Subcontractor work is billed as direct reimbursement plus 15 percent.

Task 3 Archaeological Survey and Report

Amended mining operations will result in a slight change to the existing mine footprint. In addition, the previous archeological survey of the Project site was conducted more than 20 years ago. An Archaeology Survey and Report will be prepared for amended mining operations by Kevin Dalton of AnthropologyRx.

Records research, Native American communication, and a field reconnaissance will be conducted for the Project site. Mr. Dalton will prepare an Archaeological Survey Report (ASR) in accordance with the standard guidelines in Archaeological Resource Management Reports (1990). The ASR will include a summary of the identification efforts undertaken in the study, consultation with stakeholders, 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 archaeological survey report will be sufficient to satisfy state requirements defined in the CEQA. One draft copy will be submitted to the Client in a digital format for review and comment. Revisions to the draft will be incorporated into the final document. The cost estimate for this task assumes that one cultural resource will be present within the Project area and require formal documentation. Recordation of additional archaeological cultural resources will be completed at a rate of \$200 per occurrence and be in addition to the estimate budget listed above. This scope and estimate does not include recording or evaluating architectural cultural resources. If a site evaluation is required to determine eligibility for the California Register of Historic Resources, the costs associated with this effort will be covered under an augmented agreement. This cost assumes one site visit will be needed and one round of minor report revisions will be requested. The cost of documenting additional cultural resources, architectural resources, additional site visits, or extensive project changes resulting in multiple report revisions will be billed on a time-and-materials basis. The Scope of Work prepared by Anthropology Rx is included as Attachment B. Subcontractor work is billed as direct reimbursement plus 15 percent.

Task 4 Air Quality Technical Report

The Project includes an increase in the maximum annual production from the mine which would result in increased emissions from equipment and haul trucks. RCH Group (RCH) will estimate emissions of volatile organic compounds (VOC), nitrogen oxides (NO₂), carbon monoxide (CO), sulfur dioxide (SO₂), particulate matter less than 10 micrometers (PM₁₀), and particulate matter less than 2.5 micrometers (PM₂₅) 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

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Williams Pit Reclamation Plan Amendment CEQA March 8, 2024 Page **4** of **5**

implementation of the proposed project. The emissions inventory, assumptions, and methodologies will be contained within the Air Quality Technical Report.

If required by the Siskiyou County Air Pollution Control District, a health risk assessment will be prepared based on California EPA's Air Toxics Hot Spots Program Risk Assessment Guidelines, and the USEPA AERMOD dispersion model will be 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 amidst vast areas of open pasture lands. Five single-family homes occupy the site immediately east of the proposed project (within 700 feet); other farmhouses are located near the project site at varying distances.

The Scope of Work prepared by RCH to complete the Air Quality Technical Report is included as Attachment C. Subcontractor work is billed as direct reimbursement plus 15 percent.

Task 5 General Biological Review and Report

A general biological review of the 40-acre project site will be conducted primarily based on desktop review. A site visit will be conducted if needed. Potentially occurring special-status plant and wildlife species and sensitive habitats within the project site will be identified and the results included in a General Biological Survey Report. Potential project impacts will be identified, and avoidance/minimization measures will be recommended that will reduce impacts to biological resources to a less-than-significant level. Early Consultation Comments received for the project were minimal and will be incorporated as minimization/mitigation measures in the report and CEQA document if determined to be appropriate.

Task 6 Draft Initial Study/Mitigated Negative Declaration

If no significant and unavoidable impacts are identified for the project, a Draft Initial Study/Mitigated Negative Declaration will be prepared. Information from the technical reports prepared for the Project will be incorporated into the analyses for the air quality, greenhouse gas, cultural and tribal cultural resources, biological resources, and noise sections of the document. Information from the Geotechnical Study that has been prepared by CGi Technical Services, Inc., will be incorporated into the geology and soils analysis.

A discussion of the removal of the top nine feet of the hill will be included in the aesthetics section of the document, and the addition of a fuel storage tank to the site will be discussed in the hazards and hazardous materials section of the Initial Study. Average and maximum truck volumes will be discussed in the transportation section of the document. Impacts to additional resource areas included in the CEQA Appendix G Checklist will also be discussed qualitatively.

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.

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Williams Pit Reclamation Plan Amendment CEQA March 8, 2024 Page 5 of 5

Task 7 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 2023 Rate Schedule (attached). A more accurate cost estimate can be provided following receipt of public review comments for the document.

Task 8 Project Management

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

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 2023 VESTRA Rate Schedule (Attachment D).

Task#	Description	Estimated Cos
1	Site Visit/Applicant Meeting	\$2,000.00
2	Noise Analysis	\$10,695.00
3	Archaeological Survey and Report	\$4,111.25
4	Air Quality Technical Report	\$11,638.00
	Health Risk Assessment (If Required by Siskiyou County Air Pollution Control District)	\$5,934.00
5	General Biological Review and Report	\$4,000.00
6	Draft Initial Study/Mitigated Negative Declaration	\$12,000.00
7	Respond to Public Review Comments/Attendance at Planning Meetings	TBD
8	Project Management (10% of total excepting subcontractor tasks)	\$1,800.00
Total Esti	imated Cost	\$52,178.25

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

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Attachment A RCH Group Noise Analysis Scope of Work

Scope and Cost Estimate for the Williams Pit Reclamation Plan CEQA Documentation for Noise RCH Group August 8, 2023

RCH Group (RCH) is pleased to submit the following proposal to prepare a Noise Technical Report for CEQA documentation related to noise for the Williams Pit Reclamation Plan near Montague, California in Siskiyou County. The CEQA document is likely to be an IS/MND.

RCH has completed similar projects including the San Rafael Rock Quarry Amended Reclamation Plan, Ward Lake Pit (Lassen County) Environmental Impact Report, and Olive Pit Mine and Reclamation Plan (Irwindale) Environmental Impact Report.

I. Project Understanding

The facility may include crushing and screening plants, stockpiles of aggregate, blasting, associated generators, haul trucks, and onsite equipment such as loaders and excavators. The reclamation plan includes several changes such as an extension of the estimated life of mine for another 20 years, to December 31, 2042, movement of mining activities within site, a revised estimated annual production from 50,000 to 100,000 tons per year to 40,000 tons average with the maximum at 250,000 tons and reduced estimated total volume in mine from 1,600,000 tons to 1,034,019 tons.

II. Scope of Work

RCH will prepare Noise Technical Report in a format that answers the noise issues identified in the Initial Study Environmental Checklist Form in Appendix G of the CEQA Guidelines. The Noise Technical Report will review applicable laws, policies, and regulations including those contained in the City of Montague General Plan Noise Element, City of Montague Municipal Code, and any other policies relevant to noise (including the Noise Mitigation Measures provided in the 2001 Staff Report). The Noise Technical Report will describe and discuss existing major sources of noise in the vicinity of the project area. Site-specific measurements will include 3 long-term (24-hour) and several short-term (10-minute) measurements in and around the project site (during quarry operations). The noise monitoring data will be used to characterize the existing conditions at the project site and to determine noise compatibility consistent with local regulations/noise ordinances. The Noise Technical Report will conduct an inventory of residences and other noise-sensitive uses along proposed haul routes. Based upon project-specific information, the Noise Technical Report will estimate noise levels associated with project construction and operations at sensitive receptor locations (nearby residences). Noise from construction equipment will be estimated using the Federal Highway Administration (FHWA) Roadway Construction Noise Model and noise from haul trucks along local haul routes will be estimated using the FHWA Traffic Noise Prediction Model. The Noise Technical Report will assess the potential for construction and operationalrelated vibration impacts to result in damage to nearby structures or result in substantial human annoyance based on the type of equipment proposed and assessment criteria developed by Caltrans for large-scale construction projects. Vibration levels from proposed equipment will be estimated and compared to applicable criteria. The Noise Technical Report will identify feasible and appropriate mitigation measures to avoid or reduce adverse noise and vibration impacts, as needed.

III. Documentation

RCH will develop a Noise Technical Report addressing the noise impacts resulting from the implementation of the proposed project.

IV. Proposed Costs

RCH will be compensated for time and materials expended in developing the Noise Technical Report at a cost that will not exceed \$9,300 as full payment for all services and expenses.

V. Schedule

RCH will complete the Noise Technical Report within six weeks of receipt of data required to perform the analysis. The Noise Technical Report will utilize information being prepared for the CEQA documentation.

VI. Staff

Paul Miller, Principal, Senior Noise Analyst, is an environmental professional with more than 35 years of experience in providing services and products to government agencies and private sector corporations. His areas of expertise include CEQA technical analyses in the areas of solid waste, integrated waste management, air quality, noise, energy, and hazardous materials. Mr. Miller has been collecting high-quality noise measurements since 1988. He uses a noise data collection and processing system that he has been continually modifying and enhancing for efficiency. The combined hardware/software system uses higher-capacity batteries, portable computers to download data, and customized software to automatically plot daily noise data showing relevant standards and noise monitoring locations. He has prepared noise analyses for ten surface mining projects in California.

Luis Rosas, Technical Noise Specialist, is an environmental professional with four years of experience in providing environmental services and products to government agencies and private sector corporations. Luis works as a technical noise specialist at RCH. His work involves technical analysis of noise, preparation and review of CEQA/NEPA environmental documents, and noise monitoring. He has experience conducting short-term and long-term noise monitoring using Metrosonics dB 308 and Larson-Davis SoundTrack LxT-1 sound level meters. His technical experience with noise includes hands-on noise and vibration monitoring fieldwork and construction noise and vibration modeling using traffic modeling tools including the FHWA Traffic Noise Model and the FHWA Roadway Construction Noise Model (RCNM).

Attachment B Anthropology Rx Archeological Study Scope of Work



Scope of Work

Cultural Resources Inventory
Phase I Environmental Site Assessment
JCE Northwest Property, LLC
APN 013-360-020
Siskiyou County, California

1.0 Scope of Work

Kevin Dalton, Registered Professional Archaeologist (RPA) is proud to submit this proposal to complete an archaeological inventory for the JCE Northwest Property, LLC. Phase I Environmental Site Assessment of APN 013-360-020 on Wilder Lane in Montague, Siskiyou County, California. This section briefly addresses the work requirements for completing the archaeological inventory of approximately 40 acres. The proposed archaeological inventory will assist JCE Northwest Property with its due diligence efforts at the subject property. Additionally, the inventory is designed to meet the state requirements defined by the California Environmental Quality Act (CEQA) of 1970, and the responsibilities codified in Public Resource Code sections 5097, and its implementing guidelines 21082 and 21083.2.

The scope of work includes four tasks: (1) records research, (2) Native American communication, (3) field survey, and (4) preparation of an Archaeological Survey Report.

Task One: Records Search

Mr. Dalton will perform a records search at the California Historical Resources Information System, Northeast Information Center (NEIC) located on the campus of Chico State University. The NEIC is the primary repository for cultural resources information that covers an 11-county area, including Siskiyou County. Ethnographic and historic literature will also be reviewed to create background contextual information relevant to the project area.

Task Two: Native American Communication

Assembly Bill 52, which went into effect in July 2015, is an amendment to the California Environmental Quality Act (CEQA) Section 5097.94 of the Public Resources Code. AB52 established a consultation process with all California Native American tribes identified by the Native American Heritage Commission (NAHC) with cultural ties to an area and created a new class of resources under CEQA known as Tribal Cultural Resource.

Mr. Dalton will contact the NAHC to request a review the Sacred Lands Files for any resources that may be present within the project areas and to provide a list of local Native American tribes. Mr. Dalton will use regular mail to contact in writing Native American groups or individuals identified by the NAHC to inform them of the proposed project and to solicit their concerns about the undertaking. Follow-up phone calls may be made to ensure that the letters were received and to discuss any potential concerns with the project. Comments and information provided by the Native American community and any government agencies will be provided in the draft and final reports.

Task Three: Field Inventory

Mr. Dalton will conduct an on-site field reconnaissance of the approximate 40-acre Project Area. The project area 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 25 meters apart. Transect interval spacing will be reduced in areas depending upon the sensitivity or the parcel. The survey may include surface scrapes, subsurface shovel probes and/or hand auguring. No artifacts will be collected as part of this reconnaissance. The field crew will maintain daily field notes and the findings will be made available immediately following the field investigation.

Any cultural 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. Site boundaries will be identified based on the surface extent of cultural materials and/or features. Global Positioning System (GPS) mapping of each site location 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 site condition will be noted for each site in the project area. As appropriate, a limited narrative will be provided to further describe the nature, extent, and location of resources.

Task Four: Archaeological Survey Report

Mr. Dalton will prepare an Archaeological Survey Report (ASR) in accordance with the standard guidelines in Archaeological Resource Management Reports (1990). The ASR will include a summary of the identification efforts undertaken in the study, consultation with stakeholders, 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 archaeological survey report will be sufficient to satisfy state requirements defined in the CEQA. One draft copy will be submitted to the Client in a digital format for review and comment. Revisions to the draft will be incorporated into the final document.

2.0 Project Schedule

Table 2-1 provides an estimated timeline for each task of the archaeological inventory program. The project will be complete within 50 calendar days of receiving the signed Services Agreement.

A project update will be provided to VESTRA immediately following the completion of the field survey. The update will be via email and will briefly describe the findings of the field effort.

Table 2-1. Proposed Schedule

Task One – Records Search		10 days
Task Two – Native American Consultation (ongoing)		45 days
Task Three – Field Survey		45 days
Task Four – Archaeological Survey Report		50 days
	Total	50 days

3.0 Deliverables

The following deliverables will be provided: One digital copy of the draft report in Microsoft (MS) Word format will be submitted to VESTRA. Following review and revision to the draft, a digital version in a PDF format will be submitted to the Client. Table 3-1 provides a summary of deliverables.

Table 3-1. Tasks and Deliverables

Task	Deliverable
Task Four	Draft report submitted to Client (Digital MS Word)
Task Four	Final report submitted to Client (Digital PDF)

4.0 Budget and Assumptions

The cost to complete this cultural resource inventory for the archaeological inventory for the JCE Northwest Property Phase I Environmental Site Assessment will be \$3,575 (three thousand five hundred and seventy-five dollars and no cents). This cost includes 37.5 hours of personnel labor and \$532 in expenses.

These costs assume that one cultural resource will be present within the project area and require formal documentation. Recordation of additional archaeological cultural resources will be completed at a rate of \$200 per occurrence and be in addition to the estimate budget listed above. This scope and estimate does not include recording or evaluating architectural cultural resources.

If a site evaluation is required to determine eligibility for the California Register of Historic Resources, the costs associated with this effort will be covered under an augmented agreement. This cost assumes one site visit will be needed and one round of minor report revisions will be requested. The cost of documenting additional cultural resources, architectural resources, additional site visits, or extensive project changes resulting in multiple report revisions will be billed at a time and materials basis.

Date: July 31, 2023

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Kevin Dalton, MA, RPA Founder/Principal, AnthropologyRx P.O. Box 77, McCloud, CA 96057

Cell: (530) 864-8014

Email: AnthropologyRx@gmail.com

*This scope of work and cost estimate is valid for a period of 30 days from the date provided

Attachment C RCH Group Air Quality Scope of Work

Scope and Cost Estimate for the Williams Pit Reclamation Plan CEQA Documentation for Air Quality and Greenhouse Gas Emissions RCH Group July 31, 2023

RCH Group (RCH) is pleased to submit the following proposal to prepare an Air Quality Technical Report for CEQA documentation related to air quality and greenhouse gas emissions for the Williams Pit Reclamation Plan near Montague, California in Siskiyou County. The CEQA document is likely to be an IS/MND.

RCH has completed similar projects including the San Rafael Rock Quarry Amended Reclamation Plan, Ward Lake Pit (Lassen County) Environmental Impact Report, and Olive Pit Mine and Reclamation Plan (Irwindale) Environmental Impact Report.

I. Project Understanding

The facility may include crushing and screening plants, stockpiles of aggregate, blasting, associated generators, haul trucks, and onsite equipment such as loaders and excavators. The reclamation plan includes several changes such as an extension of the estimated life of mine for another 20 years, to December 31, 2042, movement of mining activities within site, a revised estimated annual production from 50,000 to 100,000 tons per year to 40,000 tons average with the maximum at 250,000 tons and reduced estimated total volume in mine from 1,600,000 tons to 1,034,019 tons.

II. Scope of Work

RCH will prepare an Air Quality Technical Report for CEQA documentation. 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.

Notably, Siskiyou County is identified as being in attainment or unclassified for all federal and state air quality standards, therefore, the County is not required to have a local air quality attainment plan. For new or modified stationary sources, the Siskiyou County Air Pollution Control District (SCAPCD) has defined 250 pounds/day as the threshold of significance for NOx, PM_{10} , $PM_{2.5}$, and SO2 emissions, and 2,500 pounds/day as the threshold of significance for CO emissions (Rule 6.1).

Various agencies and individuals will be involved in the assessment and review of the air quality impacts associated with the proposed project. Consensus among these agencies on the overall approach to conducting and completing the air quality analysis will require coordination and agreement.

As an optional task, a health risk assessment will be prepared based on California EPA's Air Toxics Hot Spots Program Risk Assessment Guidelines, and the USEPA AERMOD dispersion model will be 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 amidst vast areas of open pasture lands. Five single-family homes occupy the site immediately east of the proposed project (700 feet).; other farmhouses are near the project site at varying distances.

III. Documentation

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.

IV. Proposed Costs

RCH will be compensated for time and materials expended in developing the Air Quality Technical Report at a cost that will not exceed \$10,120 as full payment for all services and expenses. The cost estimate does not include an air quality permit application.

As an optional task, RCH will be compensated for time and materials expended in developing the health risk assessment, at a cost that will not exceed \$5,160 as full payment for all services and expenses.

Therefore, the total cost estimate is \$15,280.

V. Schedule

RCH will complete the Air Quality Technical Report within six weeks of receipt of data required to perform the analysis. The Air Quality Technical Report will utilize information being prepared for the CEQA documentation.

VI. Staff

Michael Ratte is a Senior Air Quality Scientist at RCH Group. Mike has been a practicing meteorologist and air quality specialist within the consulting business for 30 years. Mike's technical expertise includes environmental planning, air emissions inventories, ambient air monitoring, atmospheric dispersion modeling, air quality permitting, health risk assessments, and climate change analyses.

Dan Jones is a technical associate at RCH. His work involves CEQA/NEPA compliance, air quality, greenhouse gas emissions, health risk assessments, noise, and integrated waste management. Dan is proficient in a variety of air emissions models including CARB's CalEEMod, EMFAC, and OFFROAD. Dan also has technical experience working with dispersion modeling data and health risk assessments.

SAN RAFAEL ROCK QUARRY AMENDED RECLAMATION PLAN AIR QUALITY AND NOISE TECHNICAL REPORTS FOR SUPPLEMENTAL ENVIRONMENTAL REVIEW

Project Date:

2020 - 2021

Key Project Elements/Issues:

- Air Quality
- Greenhouse Gas Emissions
- Health Risk Assessment
- Noise

Lead Agency:

Marin County Community Development Agency 3501 Civic Center Drive San Rafael, CA 94903

Client Reference:

Dan Sicular Sicular Environmental Consulting and Natural Lands Management dan@sicularconsulting.com (415) 717-6328



The San Rafael Rock Quarry (SRRQ) extended the date of its approved Conforming Amended Reclamation Plan of 2010 (CARP10) from December 31, 2024 to December 31, 2044 to complete reclamation activities. Early phases of reclamation began in 2018. The amendment to CARP10 changed the currently approved 12-year schedule to finish reclamation phasing to a 26-year schedule, essentially doubling the amount of time needed to finish reclamation at the SRRQ. RCH conducted an air emissions inventory, health risk assessment, and noise analysis associated with extending the time for reclamation anticipated completion from 2024 to 2044, a period of 20 years.

OLIVE PIT MINING AND RECLAMATION PROJECT EIR CEQA NOISE, AIR QUALITY, AND GHG ANALYSIS FOR ENVIRONMENTAL IMPACT REPORT (EIR)

Project Dates: 2013-2023

Key Project Elements/Issues:

- Air Quality
- Greenhouse Gas Emissions
- Health Risk Assessment
- Noise

Lead Agency:

City of Irwindale Planning Department 5050 North Irwindale Ave Irwindale, CA 91706

Client Reference:

Jeffrey Harvey, Ph.D. Harvey Consulting Group harvey-jeff@sbcglobal.net (916) 799-6065







The project is located in the City of Irwindale, in Los Angeles County. In partnership with the City of Irwindale, the project applicant, United Rock Products resumed mining operations of the eastern side on the reclaimed 32-acre pad with a water retention feature on the west side.

RCH staff prepared the Air Quality/GHG and Noise sections for the EIR. The noise analysis included measurements of existing noise, estimating levels resulting from the mining and reclamation, and modeling estimated noise levels of traffic generated by the project. The air quality analysis also included estimations of emissions, as well as a health risk assessment of project emissions (primarily diesel truck emissions). Environmental impacts were compared to the SCAQMD thresholds and guidelines. Appropriate mitigation measures were developed to reduce noise impacts, diesel particulate matter emissions and fugitive dust emissions from on-site equipment, and NOx emissions from haul trucks.

Attachment D **VESTRA 2023 Rate Schedule**

2023 VESTRA RATE SCHEDULE		
Staff Classification	Per Hour	
Environmental Services	*	
Environmental Technician	\$85.00 - \$95.00	
Environmental Scientist	\$95.00 - \$120.00	
Regulatory Compliance Specialist	\$90.00 - \$120.00	
Environmental GIS Analyst	\$90.00 - \$120.00	
Environmental GIS Specialist	\$125.00 - \$155.00	
Associate Geologist	\$95.00 - \$120.00	
Associate Hydrologist	\$95.00 - \$120.00	
Regulatory Biologist	\$85.00 - \$110.00	
Senior Biologist	\$120.00 - \$150.00	
Senior Environmental Scientist	\$100.00 - \$150.00	
Senior Regulatory Compliance Specialist	\$120.00 - \$180.00	
Professional Geologist	\$120.00 - \$170.00	
Professional Hydrologist	\$140.00 - \$190.00	
Project Manager	\$140.00 - \$190.00	
Senior Project Manager	\$165.00 - \$190.00	
Senior Consultant	\$165.00 - \$190.00	
Principal Consultant	\$165.00 - \$190.00	
Engineering Services		
Engineering Technician	\$55.00 - \$100.00	
Associate Engineer	\$90.00 - \$120.00	
Professional Land Surveyor	\$140.00 - \$160.00	
Senior Engineer	\$145.00 - \$190.00	
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 - \$90.00	
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	
Vehicle Mileage	Varies	
Per Diem		
Lodging (per person/day)	Varies	
Meals and Incidentals (per person/day)	Varies	

<u>Project Materials/Travel Expenses:</u> Billed as direct reimbursement plus 15%.

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

<u>Subcontractors</u>: 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.