



**PERSONAL SERVICES AGREEMENT
SECOND AMENDMENT**

Contract Number: BOCC 2013-2

THIS AGREEMENT is entered into between COWLITZ COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Cowlitz County") and ICF Jones & Stokes, Inc. (hereinafter called "Contractor"). This Agreement constitutes the Second Amendment to Contract BOCC 2013-2 dated May 16, 2013, as modified by the First Amendment to Contract BOCC 2013-2 dated June 25, 2013, and amends portions of Attachment A, Scope of Work, and replaces Attachment B Compensation to remove and clarify some tasks and to add additional tasks and to provide additional compensation, amends Attachment C and amends Attachment D with a revised Communications Protocol.

This Agreement is comprised of:

- Attachment A – First Amended Scope of Work
- Attachment B – Compensation
- Attachment C – General Conditions
- Attachment D – Special Terms and Conditions; Communication Protocol

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 22nd day of May 2013 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 1st day of May, 2018.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 22nd day of October, 2013.

ICF JONES & STOKES, INC

Harlen Glines
Senior Vice President

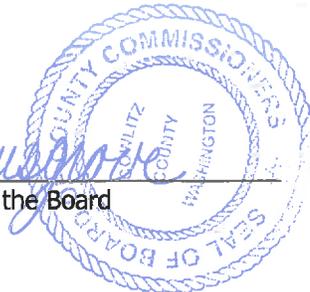
Date: 10-17-13 2013

COWLITZ COUNTY

Michael A. Karnofski
Chairman
Cowlitz County Board of Commissioners

ATTEST:

Vickie M. Musgrove
Vickie Musgrove, Clerk of the Board



CONTRACT HAS BEEN APPROVED AS TO FORM BY
COWLITZ COUNTY PROSECUTING ATTORNEY

FIRST AMENDED SCOPE OF WORK

1.0 Introduction

This amended scope of work constitutes the First Amended Scope of Work to the May 16, 2013, Professional Services Agreement BOCC 2013-2 dated May 16, 2013, as amended by the First Amendment dated June 25, 2013, between Cowlitz County and ICF Jones & Stokes, Inc.

The Contractor shall timely perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor's responsibilities throughout this Agreement including, but not limited to, all such services and tasks necessary to conduct environment review and prepare Environmental Impact Statements (EISs) under both the National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA) as more specifically detailed and described below (the "Services"). Contractor shall timely perform all Services pursuant to and in compliance with the Project Schedule set forth in subtask 1.4. The Contractor shall promptly notify the County of any information Contractor obtains which could result in a change to the Services to be provided and, in such event Contractor shall not proceed with any additional analysis or work until authorized by the County. The Contractor shall promptly notify the County of any information Contractor obtains which could result in a delay to the Schedule according to which the Services must be performed.

2.0 Scope of Work Summary

Millennium Bulk Terminals-Longview, LLC (MBTL), proposes to construct and operate a marine terminal for export of coal to be located in Cowlitz County, Washington. The project will require completion of Environmental Impact Statements (EISs) to comply with the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). This scope of work will also address required steps for Clean Water Act (CWA) Section 404 and Section 10 approval and compliance. Cowlitz County Department of Building and Planning (County), U. S. Army Corps of Engineers (Corps), and Washington State Department of Ecology (Ecology) entered into a Memorandum of Understanding (MOU) to work cooperatively as co-lead agencies for the completion of the EISs. The Corps is the Federal lead agency for the EIS under NEPA and the County and Ecology are co-lead agencies for the EIS under SEPA. The County is the nominal lead for SEPA. Contractor shall prepare the NEPA EIS and any required review for CWA Sections 404 and 10 under the exclusive direction of the Corps. Contractor shall prepare the SEPA EIS under the joint direction of the County and Ecology. The Corps, County and Ecology are collectively referred to herein as the "Agencies." In the event the MOU is terminated the phrase "Agencies" throughout this scope of work and contract shall mean Cowlitz County and Contractor shall proceed to complete the SEPA EIS under the exclusive direction of the County.

This scope of work addresses Phase 1 of the NEPA and SEPA process. Phase 1 will generally include initial mobilization, project management, expanded scoping under SEPA including the preparation of scoping reports for NEPA and SEPA. Phase 1 will also include a portion of the project refinement phase including a description of the proposed action and a review and collection of data to describe existing conditions. This scope of work covers a period of 240 days (eight months) following Notice to Proceed. The Contractor may commence work on the Services only after receiving a written Notice to Proceed from the County.

Phase 2 of this project will include development of alternatives, technical analysis, and preparation of the EISs, including public hearings and a public comment period, and a responsiveness summary. This scope of work will be amended to include this additional work, following the close of scoping and completion of the final scoping reports.

This scope of work and associated budget may also be amended if during the course of the Phase 1 work it is determined by the Agencies and Contractor that additional activities associated with scoping will be necessary.

3.0 Work Elements

The following presents specific work elements for Phase 1 of the project.

Task 1 Contract Management

Task 1.1 Project Management and Communications Plan

Contractor shall prepare and follow a Project Management and Communications Plan (PMCP) for the internal use by the consultant team. The Plan shall include:

- Project History – bibliography of documents produced to date by MBTL and the Agencies
- Project Team – identification of Agency staff, Contractor team including Contractor Project Manager, Deputy Project Manager and Public Involvement Manager with a description of roles and responsibilities and organization, including Contractor team and agency staff
- Communication Plan and Protocols – including schedule for meetings, lines of communication within the team and the protocol for communications with MBTL
- Project Scope and Deliverables List
- Project Key Messages
- Project Schedule
- Style Guidelines addressing document formatting for technical reports and the EIS
- Project Identity including design of project logo and templates for exhibits, etc. for use on all documents and products prepared for this project
- Project Decision Tracking Matrix – used to identify decisions that need to be made, decision-making deadline, past decisions, and the rationale and supporting information for each decision
- Contract and Budget Management Process
- Quality Assurance/Quality Control Plan
- Administrative Record Protocol

Assumptions:

- The PMCP will be updated, as necessary, it is anticipated that during Phase 1, no more than two updates will be necessary

Deliverables:

- None

Task 1.2 Meetings with Agencies

Contractor shall coordinate weekly meetings or conference calls with the Agencies to cover the following:

- Technical or policy questions
- Decisions that need to be made
- Upcoming review periods and milestones
- New information or pertinent research
- Action items for the EIS
- Information needed from the Applicant

Assumptions:

- Communications with MBTL are subject to the Communications Protocol Agreement
- Contractor Project Manager, Deputy Project Manager, and Public Involvement Manager shall participate in weekly conference calls to the maximum extent practicable

- Conference calls will typically be one hour in length
- All deliverables as part of this subtask will be submitted electronically via email to conference call participants
- Internet based conferences will be used to share and review information during the calls
- Weekly meetings and deliverables may not always be necessary and may not involve all Agencies

Deliverables:

- Weekly agenda for meetings or conference calls
- Weekly meeting summaries draft and final
- Weekly action item list

Task 1.3 Kick Off Meeting

A kick off meeting will be held in Kelso within one week of Notice to Proceed. This meeting will include the Agencies and Contractor representatives. In preparation for the meeting, the Contractor shall prepare an agenda with meeting objectives, draft team communications methods, and a preliminary schedule. The following topics will be addressed at the kick-off meeting:

- Goals and project understanding
- Project schedule expectations
- Communications protocols with MBTL (per the Communications Protocol Agreement)
- Team Communication methods
- Coordination and review protocols

Assumptions:

- Contractor Project Manager and Deputy Project Manager will attend in person, as well as other Contractor management team members
- MBTL will attend at least some portion of the meeting
- All deliverables as part of this subtask will be submitted electronically via email to kick off meeting participants

Deliverables:

- Kick-off meeting agenda
- Draft team communications methods
- Preliminary draft project schedule (per subtask 1.4)
- Meeting summary (draft and final)

Task 1.4 Project Schedule and Deadlines for Deliverables

The Contractor shall prepare a project schedule in conjunction with a detailed scope of work and budget. While the schedule will focus on Phase 1 milestones and deadlines, the schedule will also include an overall EIS Development Schedule with key deliverables from the Request for Proposal (RFP) identified. The schedule shall be used as a framework to verify the necessary activities and required resources to complete the scope of work on time. The critical path schedule will be based on the following deliverables and preliminary deadlines from date the County issues a Notice to Proceed:

- Project Kick Off Meeting – within 8 days
- Project Management and Communications Plan – within 21 days (draft), within 56 days (final)
- Public Involvement Plan – within 30 days (draft), within 65 days (final)
- Draft Scoping Report (includes Stakeholder Interviews) – within 65 days, (draft), within 90 days (final)
- Project web site – within 45 days (draft) within 75 days (final)
- Ecology Determination of Significance and Request for Public Comments under SEPA – within 90 days

- Begin public scoping period (includes Public and Agency meetings) – within 90 days
- Complete Public Scoping Period – within 185 days
- Final Scoping Report – within 215 days (draft), within 240 days (final)
- Evaluation of Data Resources to Describe Existing Conditions Report – within 240 days

The critical path timeline is based on a preliminary project schedule. Once this scope of work is finalized, a detailed project schedule will be developed and the preliminary deadlines may be adjusted.

Unless otherwise specified, all deliverables are subject to review and approval by the Agencies prior to final adoption or issuance. Contractor shall update the Project Schedule as necessary.

Assumptions:

- Critical path timeline is preliminary and will be revised once scope of work is finalized.
- Timelines provided in this subtask are based upon activities presented in Task 2. Scoping. These dates assume up to five public meetings and a 95 day scoping comment period
- Contractor shall provide an electronic PDF schedule to the Agencies for review
- Agencies shall provide comments within 30 days. It is anticipated that a conference call will be held to discuss initial schedule.
- Contractor shall provide a revised project schedule within 5 business days of compiled comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule
- The project schedule will be updated, as necessary

Deliverables:

- Electronic project schedule (PDF and MS Project) and deadlines

Task 1.5 Quality Assurance/Quality Control

Contractor shall prepare a Quality Assurance/Quality Control Plan (QA/QC Plan) for the EIS process. The QA/QC Plan shall be incorporated into the Project Management and Communications Plan presented in subtask 1.1.

The Contractor Project Manager or Deputy Project Manager shall review and approve all deliverables produced as part of this scope of work. Quality Assurance/Quality Control (QA/QC) review shall be performed prior to submittal of deliverables to the Agencies.

Deliverables:

- None

Task 1.6 Records/Administrative Records Management

Contractor shall prepare an Administrative Records Protocol to manage correspondence, meeting minutes, drawings, reports, and other documents received and generated over the course of the project. This information shall be maintained to facilitate retrieval in accordance with the federal Freedom of Information Act (FOIA) and state Public Records Act. The document control system will allow for the electronic distribution of and access to file materials to authorized project personnel. Contractor shall establish two secure internet document sharing sites – one for NEPA and one for SEPA. These sites will not be accessible to the public and no records shall be publically available until approved by the Agencies for uploading in the Administrative Record file and/or project website.

All information related to the EIS process shall be provided to each of the Agencies upon completion of this Agreement, including an inventory of all documents, phone, email and other

records for the administrative record. This includes access to all information that supports the findings, conclusions and recommendations of the Contractor's reports, including computer models and methodology for those models.

Contractor shall prepare an Administrative Records Protocol for the EIS process. The Protocol shall be incorporated into the Project Management and Communications Plan presented in subtask 1.1.

Assumptions:

- Contractor shall identify a Records Manager

Deliverables:

- Separate sharepoint sites shall be maintained for NEPA and SEPA

Task 1.7 Invoicing and Progress Reports

Contractor shall prepare monthly invoices and progress reports. Progress reports shall include items such as: tasks completed during the current reporting period, deliverables submitted, challenges encountered and next steps for the following reporting period.

Assumptions:

- Invoicing procedures and deadlines shall be provided by Cowlitz County via this Personal Services Agreement contract

Deliverables:

- Monthly invoice and progress report

Task 1.8 Project Management and Coordination

Contractor shall provide project management, strategic and technical guidance on the NEPA and SEPA review process. Internal consultant team meetings will be held on a regular basis to support project management.

Task 2 Scoping

Task 2.1 Public Involvement Plan

Contractor shall coordinate with the Agencies and the project team to assure that all community outreach activities are aligned with the technical tasks and procedural deadlines during the NEPA/SEPA scoping phase. Contractor shall draft a Public Involvement Plan that addresses engagement with tribes, interest groups, specific stakeholders and the general public. The plan shall outline specific efforts that will support NEPA and SEPA requirements including communication protocols, methodologies and tools. The plan shall use outreach techniques that are transparent and that are designed to ensure a legitimate attempt to engage all interested parties who express an interest in learning about the project and the environmental review process.

The plan will be shaped in part by pre-scoping stakeholder interviews that identify expectations for public information and participation. The stakeholders will include local government officials in affected communities, representatives of stakeholder groups who have been participating in other similar processes, local interest groups (e.g., labor and community groups) located in Southwest Washington, tribes, and representatives of, or service providers for, environmental justice populations. The set of interview questions will be prepared by the Contractor and circulated for review and approval to the Agencies.

The plan shall include project objectives, communications strategies, inclusive stakeholder outreach approaches, effective and efficient comment management protocols and assignments for project staff.

At a minimum the Public Involvement Plan shall include:

- Description of methods that will be offered to receive comments on the EIS scoping
- A project mailing list
- A project email distribution list
- Detailed description of how actions will be consistent with Executive Order 12898, Environmental Justice for Low Income and Minority Populations
- List of project team members, key stakeholders and contact information
- Stakeholder interview approach and questions
- Outline (structure) of the project website
- A media management plan
- Media, social media, and web-based content monitoring approach
- Communication protocol with citizens, tribes, interest groups, local agencies, elected officials, and media
- The method by which all comments, regardless of how submitted, will be entered and maintained in a database
- The method by which all comments will be organized and categorized for use by the Agencies and the technical EIS team
- The method by which all comments will be available for public review through the project website
- Identification of comment acknowledgement tools
- Protocol for bi-weekly status updates to Agencies on comments received during scoping period
- Differentiation between NEPA only and SEPA only activities

Assumptions:

- A 95 day public comment period is assumed
- Up to 40 stakeholder interviews will be conducted
- All interviews will be conducted in Cowlitz and Clark counties, unless otherwise agreed to by the Agencies
- An electronic draft Public Involvement Plan will be submitted to the Agencies for comment and review. Comments, compiled into one document, shall be submitted to the Contractor within 30 days of submittal.
- Contractor shall provide a final electronic Public Involvement Plan within 5 business days of compiled comments from the Agencies.
- Contractor will maintain a record of media coverage
- Contractor will notify Agencies if media coverage includes inaccurate information
- Delay in review and revision cycle may require revision to the overall project schedule
- No more than two incremental submittals will be prepared prior to submittal of the draft Public Involvement Plan

Deliverables:

- Initial list of proposed stakeholders for interview
- Draft and final interview questions
- Up to 40 stakeholder interviews
- Summary report of stakeholder findings and key observations
- Slide presentation for Local Agency meeting
- Handouts for Local Agency meeting
- Media and social media email reports, every two weeks or as needed

- Two incremental draft and final Public Involvement Plans for Phase I in Word format

Task 2.2 Project Website

The Contractor shall establish and host a website (exclusive of the online scoping meeting) that will provide detailed information about the NEPA/SEPA process. It will be designed so it can be expanded during future project phases. It will contain a home page, a fact sheet, a how to get involved page, explanation of the proposal, schedule, notices of upcoming events, pertinent project documents, photos of the site, bibliography of studies being used to support the technical analysis, information on the site such as the status of cleanup actions and current operations and online scoping section. The site will include links to the Agencies' websites. Project related content (Notice of Intent, Declaration of Significance, etc.) shall be added to the site as it becomes available. Additional content may be added, but in no case will the site be required to support more than the stated maximum twenty pages. The site will contain a link to Commentworks, where the public can provide online comments as well as view comments already submitted by others. Subtask 2.5 provides information about Commentworks and comment management. The website shall be updated weekly or as needed to keep information current.

Assumptions:

- The Agencies will obtain a .gov domain name for use by the Contractor.
- The Contractor shall host the website using a .gov domain name and following all .gov domain name requirements for use. The site shall include up to eight pages
- If the .gov requirements dictate the use of a public agency hosting site, the Agencies and the Contractor shall instead purchase and use a .com, .org, or .net domain
- The Contractor or the Agencies shall purchase .com, .org, and .net websites with the same domain name
- The Agencies will provide a link from their web sites to the project website
- The Agencies will review and provide comment on the initial website and all subsequent additions within two days of receipt

Deliverables:

- A website with up to twenty pages of content hosted by the Contractor
- The website shall be updated weekly or as needed to keep information current

Task 2.3 Scoping Meetings

The Contractor shall arrange facilities and coordinate logistics for up to five scoping meetings. The precise location of the meetings will be determined in consultation with the Agencies. The meetings shall be in the form of an open house with presentation boards and staff available to answer questions. Options shall be provided for written and oral comments. While details need to be provided by the Agencies, an opportunity for the public to provide oral comments are expected to be made both in a facilitated public forum setting and in one-on-one recording areas.

A meeting plan template shall be included in the Public Involvement Plan and will be modified to reflect the specific geographic location and venue selected for meetings. The Contractor shall host a webinar with Contractor and agency staff to review venue meeting plan templates.

Contractor shall provide documents to support the meeting including published notices, display ads in local and regional media, and logistics for review by the Agencies. The meeting shall be staffed by Contractor and Agency representatives, as needed. At the meeting, Contractor staff shall be dressed in distinctive colored vests and designated as "Meeting Host." All Contractor staff shall receive training in advance in general crowd control techniques including providing support and orientation, dealing with large crowds and dealing with disruptive people or tactics.

The Contractor will develop Ground Rules and a process to provide multiple opportunities for comments including written comment forms, instructions for electronic comments through a web site or electronic mail and presentation of oral comments before a group or in quiet rooms. A court reporter will record public comments before a group and in quiet rooms.

The Contractor shall be responsible for preparation and publication of notice of the meeting, scheduling the meeting date, time, location and venue in collaboration with the Agencies, arranging for site security, developing handout materials, preparing presentation material, preparing project exhibit boards and staffing the meeting. Notice of the meeting shall be provided through newspaper publication based on the meeting location, on the website, Agencies' websites, email distribution to stakeholder and participant list, direct mail of up to 10,000 postcards, and media releases and advisories to be prepared by the Contractor distributed by the Agencies through normal channels.

In addition, within the project website the Consultant shall build an online scoping meeting. The online meeting shall feature the same written and graphic materials as the physical meetings. The online meeting shall include any scoping meeting displays and an electronic comment form so comments can be made through the website. The online scoping meeting will be open for comment to coincide with the public meetings and the remaining EIS scoping comment period.

Separate oral comment periods will be held for the NEPA scoping process and the SEPA scoping process in scoping meetings held in Longview and Clark County. Display boards and all hand out materials will reflect the two different environmental processes and documentation. Additional resources (security, tables and chairs, court reporters, staff, etc.) will be required for these two scoping meetings.

Assumptions:

- The meetings will be scheduled to last for three hours
- Sufficient Contractor staff will be provided to staff the meeting based on anticipated attendance
- Agencies will provide staff for meeting support as identified in the meeting plans
- The meeting locations will require the approval of the Agencies
- The meeting locations will be ADA accessible
- As part of the basic venue fee, facilities will provide basic security and chairs to accommodate 1,500 participants. Microphones, a podium, and a table will also be provided as part of the basic venue fee.
- Extra security and police will be required
- A closed circuit feed into areas throughout the facilities may be required
- Four court reporters will be required for Longview and Clark County
- Two court reporters will be required for the three other scoping meetings
- Additional supplies and equipment may be required due to the additional oral comment period for the NEPA process
- Display ads will be placed in up to five newspapers of local, regional or statewide circulation as decided by the Agencies on a schedule approved by the Agencies
- Agencies will distribute media advisories drafted by the Contractor
- The Contractor will design, print and mail up to 10,000 mailers
- Ground rules and process will provide for fair access and opportunity to provide oral comments during the scoping meetings
- Meeting display boards will distinguish between the NEPA process and the SEPA process
- All public scoping meetings will include a limited time for oral public comments in front of the general audience and will be facilitated by Contractor staff

- The meetings will be preceded by a preparation and planning session of up to two hours with the Agencies and will include orientation and security arrangements
- A separate security briefing by the Vancouver Police Department will be provided to agency and Contractor staff. The meeting shall not exceed 3 hours plus travel time
- Contractor shall prepare graphics and information for team webinar. Webinar shall not exceed two hours
- Scoping discussions and consultation will be conducted separately with agencies and tribes, as identified in subtask 2.4

Deliverables:

- An overall schedule for scoping meetings
- A detailed plan including preparation, format, logistics, ground rules, safety and security, consultant and agency staff training, and coordination for conducting successful scoping meetings at a large scale
- For each meeting, locale-specific meeting plan, based on general meeting plan template
- Public notification of the scoping meeting at least two weeks in advance of the meeting through a display ad in newspapers, postcard mailing, media advisory, email blast and web posting
- Media advisory for release by the Agencies
- Meeting plan
- Ground rules for the meeting
- Scoping meeting support documents including comment forms, sign-in forms, handouts
- NEPA and SEPA presentations boards, not to exceed a total of 15 boards
- Alternative input opportunities including a "quiet room" with a court reporter
- Capture all comments for cataloging including oral statements and written comments

Task 2.4 Agency and Tribal Consultation

The Agencies shall coordinate and facilitate agency and tribal scoping meetings. The agencies shall be responsible for all logistics. The Contractor shall attend up to three agency and tribal meetings and shall prepare meeting summaries for each meeting.

Assumptions:

- Lead Agencies shall identify, invite, host, and facilitate all resource agency and tribal scoping meetings
- Lead Agencies shall develop and prepare all meeting handouts and presentations
- Contractor shall attend up to three meetings. Each meeting is anticipated to last up to four hours.
- Contractor shall prepare meeting summaries of each meeting

Deliverables:

- Up to three meeting summaries (draft and final)

Task 2.5 Comment Management

The Contractor shall develop, implement and manage a process for collecting, tracking, processing, posting, and analyzing public comments during the formal scoping period. The process will allow for comments to be submitted via regular mail, electronic mail, the project's website, and through the public scoping meetings. The Contractor will develop, test, and deploy an online web form linked from/to the project web site to collect comments. The web form will allow for the commenter to submit a comment to all three agencies, or to only the two SEPA lead agencies or the NEPA lead agency. The Contractor will assign each submission a unique identifying comment number and will enter and maintain the comments in a database. In anticipation of extensive public comments, the Contractor will utilize a structured software package designed specifically to

catalog and track public comments. For comments submitted via the online web form, a receipt with the unique identifying number shall be provided upon submittal. For comments provided via email, an auto response "thank you" email shall be sent to the commenter upon comment submittal.

The Contractor will post public comment on a weekly basis to the project's website. Only unique comments, with the commenter's name, will be posted. An example of each mass mailing campaign letter will also be posted, with total numbers updated weekly. Comments will be listed on the website alphabetically, with agencies and organizations listed separately. In addition, comments intended for NEPA only, or SEPA only, will also be listed accordingly. The Contractor will identify and track mass mail campaigns and other duplicate comments and distinguish these submittals from unique public comments. Unique comments will be organized, analyzed and summarized by subject and by other criteria in preparation of the scoping report under subtask 2.6.

In addition, handwritten comments (from the scoping meetings or other means of submittal) will be posted to the website as PDF attachments. Transcripts from the public meetings will also be input into the database and posted to the website.

Assumptions:

- Scoping comments (and all subsequent comments) will utilize Commentworks®
- Up to 125,000 submissions will be received during the scoping comment period, with no more than 15,000 unique submissions, 300 substantive comments, 100,000 paper mass mailing comments, and 10,000 electronic mass mailing comments
- Unique submissions will be posted to the project web site. Posted comments will be updated no more than once per week. Posted information will include date received, commenter first and last name, city and state (but no address), and comment text and attachments. Comment text will be posted in its entirety as it was submitted, without any redaction.
- Comment contents will not be redacted unless the comment (or parts of the comment) is deemed threatening by the Agencies. The Contractor shall identify such comment letters and forward to the Agencies for guidance regarding redaction. It is anticipated that no comment letter will require redaction.
- An example of each mass mailing campaign letter will be posted, with total numbers updated weekly.
- Comments will be listed on the website alphabetically, with agencies and organizations listed separately.
- Comments intended for NEPA only, or SEPA only, will also be listed accordingly.
- The Contractor will host the online comment collection form posted on a .com domain, and shall:
 - Add disclaimers alerting the public that they have left the .gov project web site when on these pages; and
 - Ensure there are clear and conspicuously placed links to and from the project web site for ease of navigation.

Deliverables:

- Bi-weekly trend reports to Agencies on comments received during scoping
- Scoping comment summary, as part of subtask 2.6

Task 2.6 Scoping Report

Contractor shall prepare separate NEPA and SEPA scoping report outlines for the Agency review. The scoping documents shall include project background, the draft purpose and need for the Project, the proposed action and initial alternatives, and the proposed scope of work and schedule.

the Project, the proposed action and initial alternatives, and the proposed scope of work and schedule.

Following the formal scoping period, Contractor shall prepare separate draft scoping reports for review by the Agencies. The scoping reports shall include a summary and catalog of issues heard during the scoping process, including proposed alternatives suggested in comments. The Scoping Reports shall identify the scoping process and meeting logistics associated with the NEPA and SEPA. Comments made for each process will be summarized the separate reports.

Assumptions:

- Electronic Draft Scoping Outlines will be submitted to the Agencies for comment and review. Comments, compiled by each Agency shall be submitted to the Contractor within 5 days of submittal. Contractor will revise the Scoping Report Outlines and use them as foundations for the Scoping Reports.
- Contractor shall provide electronic Draft Scoping Reports within 21 days of scoping period closing. Comments, compiled by each Agency shall be submitted to the Contractor within 20 days of submittal. Contractor will revise the Scoping Reports based on Agency comments.
- The Scoping Reports will present a discussion and catalogue of scoping comments specific to NEPA and SEPA. Comments not identified for either process will be discussed together and included in both Scoping Reports.
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- Scoping Report Outlines (draft and final)
- Draft and final Scoping Reports in Word and PDF format

Task 3 Project Refinement

Task 3 contains activities and data collection efforts for identification of existing conditions for the proposed project site. This does not include EIS subject areas that may be defined as part of future alternatives and is limited geographically by the proposed project site and, where appropriate, the area adjacent to the site.

Task 3.1 Evaluation of Data Resources to Describe Existing Conditions

The Contractor shall participate in up to four, four-hour meetings with the Agencies, to review the project description, study area maps, alignment sheets, aerial photographs, and any conceptual engineering design drawings MBTL has prepared for the project. Contractor will identify and discuss any environmental analyses that have already been prepared for this project that may be of use. Contractor will also participate in a site visit with the Agencies to become familiar with the proposed project footprint and site conditions.

Assumptions:

- Communications Protocol Agreement shall be followed for communications with MBTL
- Agencies shall obtain all data and reports from MBTL, unless Contractor is otherwise directed by the Agencies
- All data and reports shall be delivered to the Contractor within the project schedule.
- Agencies shall set up, initiate, and coordinate site visit with MBTL in conjunction with the Contractor and project schedule

Deliverables:

- Agenda and Meeting Summary (draft and final) for up to four, four-hour meetings

Task 3.2 Wetlands and Terrestrial Vegetation: Data Collection and Existing Conditions

The Contractor shall review existing wetland delineation Forms and other wetland reports and material provided by MBTL and the Agencies. Following review of these reports, the Contractor shall prepare separate memoranda for SEPA and NEPA identifying the level of effort necessary to confirm and ground-truth the delineations.

Assumptions:

- Agencies shall obtain all data and reports from MBTL unless Contractor is otherwise directed by the Agencies
- All data and reports shall be delivered to the Contractor within the project schedule
- The documentation review will be used as a foundation for determining the necessary level of effort to verify the previously delineated wetlands.

Deliverables:

- Two existing conditions work plan memoranda for NEPA and SEPA

Task 3.3 Aquatic Habitat and Species: Data Collection and Existing Conditions

The Contractor will collect and review existing MBTL studies, scientific literature, studies, reports, maps and GIS layers that describe and characterize the existing conditions of the Columbia River resources from the proposed project site downstream to the mouth of the Columbia River (i.e., Cape Disappointment on the Washington Side and Tillamook Head on the Oregon side) as well as aquatic habitats and species on and within 300 feet of the proposed project site, per the Cowlitz County Code (CCC 19.15-130).

Background information will be collected to determine the extent of aquatic habitat conservation areas and recommended riparian habitat areas, including, but not limited to all shoreline areas, floodplains, other critical aquatic habitat and conservation areas and related buffers within 300 feet of and including the proposed project site.

Site Visit

The Contractor will conduct a site visit to perform field investigations of site-specific conditions and identify existing conditions along the Columbia River and other aquatic habitats that occur on and within 300 feet of the proposed project site.

The site visit will provide a qualitative assessment of these resources and allow the lead biologist to characterize the existing conditions of the Columbia River and other aquatic habitats adjacent to the proposed project site, such as streams, sloughs, ponds, etc., as well as identify the aquatic species that may benefit from and use these resources. The Contractor will coordinate with the Agencies to arrange a site visit, per the Communications Protocol Agreement.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will provide an overview and annotated bibliography of the research and literature reviewed and cited; results of the site visit and a narrative summary of the existing conditions observed within the Columbia River and other aquatic habitats at and within 300 feet of the proposed project site and photographs of important resources. The Technical Memoranda will include a summary of the aquatic habitats and species that occur within the Columbia River from the proposed project site to the mouth, as well as other aquatic habitats and species that are likely to occur on and within 300 feet of the proposed project site. Discussion of the state and federal status of aquatic species and habitats will also be provided, as appropriate.

Assumptions:

- Background information relating to existing conditions will be obtained from readily available relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature (i.e., libraries, universities, StreamNet, web sites, and scientific journals) and MBTL
- The scope and budget is based on the proposed project site plan available at the following link - http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf
- The Agencies will be responsible for obtaining permission for the Contractor to access the proposed project site and informing the Contractor of any areas where access is not permissible on the proposed project site
- Field Investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless the Agencies obtain permission to access private property for the Contractor
- The Contractor will not be responsible for contacting private property owners and requesting access to private property
- The Technical Memoranda will describe and characterize the existing conditions in the Columbia River downstream from the proposed project site to the mouth of the Columbia River as well as other aquatic habitats and species on and within 300 feet of the proposed project site
- No evaluation of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- The site visit for this task will include the same staff that will complete the Site Visit for subtask 3.5 (Threatened/Endangered Species/ESA Section 7). The work associated with these two tasks will occur during one site visit.
- Comments submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide a final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.4 Near Shore Benthic Biota: Data Collection and Existing Conditions

The Contractor will collect and review existing MBTL studies, scientific literature, studies, reports, maps and GIS layers that describe and characterize the existing conditions of the nearshore benthic biota within the Columbia River from the proposed project site downstream to the mouth of the Columbia River (i.e., Cape Disappointment on the Washington Side and Tillamook Head on the Oregon side) as well as the nearshore benthic biota in other aquatic environments on and within 300 feet of the proposed project site, as appropriate.

Background information will be collected to determine the existing condition of nearshore benthic biota aquatic habitat conservation areas, including, but not limited to all shoreline areas and other nearshore habitats within 300 feet of and including the proposed project site.

Site Visit

The Contractor will conduct a site visit to perform field investigations of site-specific conditions and identify existing conditions of nearshore benthic biota along the Columbia River and other aquatic habitats that occur on and within 300 feet of the proposed project site.

The site visit will provide a qualitative assessment of the nearshore environment and allow the lead biologist to characterize the existing nearshore conditions of the Columbia River and other aquatic habitats adjacent to the proposed project site.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will provide an overview and annotated bibliography of the research and literature reviewed and cited; results of the site visit and a narrative summary of the existing conditions of nearshore benthic biota observed within the Columbia River and other nearshore habitats at and within 300 feet of the proposed project site and photographs of important resources. The Technical Memoranda will be used to support the existing conditions section of the EISs for the proposed project. The Technical Memoranda will include maps to support written narrative descriptions. The Technical Memoranda will not include any analysis of potential impacts to that may be associated with the project.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature (i.e., libraries, universities, StreamNet, web sites, and scientific journals) and MBTL
- The scope and budget is based on the proposed project site plan available at the following link - http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf
- The Agencies will be responsible for obtaining permission for the Contractor to access the proposed project site and informing the Contractor of any areas where access is not permissible on the proposed project site
- Field Investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless the Agencies obtain permission to access private property for the Contractor
- The Contractor will not be responsible for contacting private property owners and requesting access to private property
- The Technical Memoranda will describe and characterize the existing conditions in the Columbia River downstream from the proposed project site to the mouth of the Columbia River as well as other aquatic habitats and species on and within 300 feet of the proposed project site
- No evaluation of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.5 Threatened and Endangered Species/ESA Section 7: Data Collection and Existing Conditions

The Contractor will collect and review existing MBTL studies, scientific literature, federal register notices, species lists from the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS), relevant species recovery plans and other relevant documents and research related to species protected or identified as proposed, candidate or species of concern under the federal Endangered Species Act (ESA). The existing conditions will be defined and described for these species within the proposed study area for this task, which will encompass

areas within one-mile of the proposed project site as well as within the Columbia River from the proposed project site downstream to the mouth (i.e., Cape Disappointment on the Washington Side and Tillamook Head on the Oregon side). These study area limits are the potential extent of the project action area, and thus should be characterized. Any designated or proposed critical habitat that occurs within these areas will also be defined and described.

Background information will be obtained from all existing and relevant MBTL studies, public sources, including, but not limited to local, state and federal resource agencies as well as public repositories of scientific literature (i.e., libraries, universities, StreamNet, web sites, and scientific journals), and MBTL.

Site Visit

The Contractor will conduct a site visit to perform field investigations of site-specific conditions and identify existing conditions within one mile of the proposed project site that may be important for federally protected species, as well as proposed and candidate species and species of concern. Habitats that occur within one mile of the proposed project site will be described and characterized in terms of suitability for these species.

The site visit will provide a qualitative assessment and characterization of the potential suitability of habitat and potential occurrence of federally protected species, proposed and candidate species and species of concern within the identified study area for this task.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will provide an overview and annotated bibliography of the research and literature reviewed, results of the site visit and will describe and characterize the species that are protected as either threatened or endangered under the ESA, or are listed as proposed or candidate species, or species of concern as well as describe and characterize the existing habitat conditions for these species within the Columbia River and other potentially suitable terrestrial and aquatic habitats at and within one mile of the proposed project site.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature, and MBTL
- The Agencies will be responsible for obtaining permission for the Contractor to access the proposed project site and informing the Contractor of any areas where access is not permissible on the proposed project site
- Field Investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless the Agencies obtain permission to access private property for the Contractor
- The Contractor will not be responsible for contacting private property owners and requesting access to private property
- The Technical Memoranda will describe and characterize the existing conditions in the Columbia River downstream from the proposed project site to the mouth of the Columbia River as well as other terrestrial aquatic habitats and species on and within one mile of the proposed project site
- No analysis of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- The site visit for this task will include the same staff that will complete the Site Visit for subtask 3.3 (Columbia River Resources, Aquatic Habitat and Species). The work associated with these two tasks will occur during one site visit
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal

- Contractor shall provide final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.6 Terrestrial Wildlife: Data Collection and Existing Conditions

The study area for terrestrial wildlife includes the proposed project site and areas within approximately one mile of the project site boundary where Project-derived light and sound effects may alter the behavior of sensitive receptors such as nesting birds.

Work related to study area delineation will include review of current and historic maps and aerial photographs and preparation of a map showing the boundary of the proposed project site and peripheral study areas.

Site Characterization

Recent aerial photographs, verified by field staff with GPS units, will be used to demarcate GIS polygons representing the various cover types present on the site. Those cover types are presented in Table 1.

Table 1. Cover types in the study area.

| Cover Type | Remarks |
|--------------------|--|
| Fully developed | Existing industrial areas. |
| Ruderal vegetation | Primarily young, sparse, non-native vegetation in areas formerly used for industrial purposes. |
| Agriculture | Tilled fields, or areas tilled within the previous 5 years. If present, subtypes will be demarcated on the basis of proximity to the Columbia River and presence/absence of wetlands. |
| Managed grassland | Pasture, or areas formerly tilled and still dominated by herbaceous vegetation. If present, subtypes will be demarcated on the basis of proximity to the Columbia River and presence/absence of wetlands. |
| Shrubland | Areas with tree cover less than 33% and dominant cover by woody plants. If present, subtypes will be demarcated on the basis of woody species composition, proximity to the Columbia River, and presence/absence of wetlands. |
| Hardwood forest | Areas of riparian and floodplain forest. If present, subtypes will be demarcated on the basis of tree species composition, tree size (larger or smaller than 12 inches mean diameter at breast height), proximity to the Columbia River, and presence/absence of wetlands. |
| Open water | Areas of perennial open water more than 6.6 feet deep. If present, subtypes will be demarcated on the basis of water type (stream, river, or lake). |

A similar characterization shall be applied for cover types in the peripheral study area, but will be based only upon aerial photograph reviews.

Research on the study area shall include:

- Query the Washington Department of Fish and Wildlife (WDFW) Priority Habitats and Species (PHS) database for sensitive habitats and species in or near the study area
- Review Cowlitz County documents and critical areas ordinance to determine potential presence of wildlife resources in study area and applicable local regulations that may identify information to be collected during field surveys
- Interview the WDFW area habitat biologist to determine potential presence of undocumented sensitive species. Perform up to four interviews with other knowledgeable local experts that may be referred by the habitat biologist or by other information sources.
- Perform a generalized online search for information on wildlife and other terrestrial natural resources relevant to the study area
- Prepare an annotated bibliography summarizing findings of the research effort

Field visits to the site study area will be performed to inventory wildlife species and collect field data on habitat conditions. Data will be recorded using field notes, photographs, and sound and video recordings as appropriate. Surveyors will be trained wildlife biologists and will visit the site at times (primarily dawn and dusk) when wildlife are most active. Surveys will take two days and will be performed once in each month from October to December.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will summarize results of the baseline data collection for terrestrial wildlife. The memoranda will include tables summarizing the cover types and acreages of each, and lists of species observed or reported in the literature.

The memoranda will provide the following types of information required for compliance with environmental standards of Cowlitz County, the State of Washington, or the federal government:

- Demarcation of riparian habitat areas
- Identification of any priority terrestrial wildlife species that have a primary association with habitat on or adjacent to the project area
- A discussion of any federal, state, or local special management recommendations that have been developed for terrestrial wildlife species or habitats located on or adjacent to the project area

Assumptions:

- It is assumed that there are no off-site study areas, such as candidate sites for mitigation
- Background information relating to existing conditions will be obtained from MBTL, as well as all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature
- The proposed project site is delineated in the site map shown here: http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf
- The Agencies will be responsible for obtaining permission for the Contractor to access the proposed project site and informing the Contractor of any areas where access is not permissible on the proposed project site
- Field Investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless the Agencies obtain permission to access private property for the Contractor
- The Contractor will not be responsible for contacting private property owners and requesting access to private property
- The Technical Memoranda will describe and characterize the existing conditions. No analysis of potential impacts that may result from the proposed project will be included in the Technical Memoranda.
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal

- Contractor shall provide final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.7 Hydrology: Data Collection and Existing Conditions

The Contractor shall identify and collect readily available documents that review, describe and discuss surface hydrology, sub-surface hydrology, or stormwater collection, treatment and discharge. Readily available documents may include studies, designs, as-built drawings, or facility maintenance manuals sited on the proposed project site property. This effort does not assume an exhaustive search for information, but will rely upon information provided by or available from MBTL, the Corps, County, Ecology, BNSF Railway, Cowlitz County and other public repositories for such information such as public and university libraries.

Write a summary for each collected document describing page numbers and content relevant to hydrologic topics that can inform the existing conditions description for this resource topic. Prepare a data gap memorandum to describe materials and data that are required or would improve the description of the existing conditions at the proposed project location. Critical data gaps, if any, will be highlighted along with an assessment of risk relevant to the adequacy of the existing conditions description.

Site Visit

Concurrent with review of existing materials, the Contractor shall visit the proposed project site to field-verify mapping data, any existing stormwater treatment facilities, location and design of existing stormwater outfalls, and visual inspection of existing hydrologic points of interest (e.g. swales, streams, seeps, etc.).

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will describe the existing conditions of surface and subsurface hydrology and stormwater resources located within the proposed project site.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature, and MBTL
- The scope and budget is based on the proposed project site plan available at the following link - http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf
- The Agencies will be responsible for obtaining permission for the Contractor to access the proposed project site and informing the Contractor of any areas where access is not permissible on the proposed project site
- Field Investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless the Agencies obtain permission to access private property for the Contractor
- The Contractor will not be responsible for contacting private property owners and requesting access to private property
- The Technical Memoranda will describe and characterize the existing conditions of the proposed project site

- No evaluation of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.8 Water Quality: Data Collection and Existing Conditions

Background information will be obtained from MBTL as well as relevant public sources related to surface water and groundwater, including, but not limited to local, state and federal resource agencies as well as public repositories of scientific literature.

Surface Water

The Contractor shall obtain and review relevant reports and maps to describe:

- Surface waters and drainage areas within and from the proposed project site
- Washington State classification of surface waters within the proposed project site
- Degraded waters and TMDLS identified under the Clean Water Act for the subwatershed, and watershed, as appropriate
- Review of Watershed Management Plan and any relevant objectives or guidelines within the plan
- Current NPDES and water withdrawal permits issued within the subwatershed, and the watershed (as appropriate)
- Surface water supply withdrawal points and volumes

Groundwater

The Contractor shall review relevant maps, reports and website content from the US Geological Survey, State agencies, and other research to describe the following:

- Aquifers underlying the site, including recharge and discharge zones, groundwater flow direction, depth to groundwater, and hydraulic characteristics, and uses – including figures showing stratigraphy
- Water supply wells in the watershed, including the source aquifer and Zone 2's
- Sole source aquifers
- Aquifer protection zones
- Summarize water quality data from the site RI/FS

Marine Environment

The Contractor shall review relevant maps, reports and website content from the US Geological Survey, State agencies, and researchers to describe the following:

- Describe physical aspects of marine environment including flow direction, water depth and channel width
- Identify and summarize any available water quality data

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will provide an overview and annotated bibliography of the research and literature reviewed and will describe the current site conditions related to water quality, groundwater and the marine environment.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature, and MBTL
- The Technical Memoranda will describe and characterize the existing on the proposed project site
- No analysis of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.9 Geology and Soils: Data Collection and Existing Conditions

The Contractor shall collect, compile and review background information related to site geology, soils, general geomorphology, earthquake types and history, earthquake hazard, volcanic hazard, tsunami hazard, liquefaction hazard, lateral spreading hazard, depth to bedrock and underlying sediments and alluvial stratigraphy. The Contractor shall also evaluate potential risk to the site from the adjacent Mount Solo upland (e.g., landslides).

The Contractor shall conduct a site visit to perform field investigations of site-specific conditions and identify existing geologic conditions in and within three hundred (300) feet of the proposed project site. The site visit will provide a qualitative assessment of the geology and potential geologic hazards and allow the lead geologist/geomorphologist to characterize the existing geologic conditions and potential geologic hazards.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will describe background information and geologic conditions noted during the site visit will and characterize the existing site geology and soils and associated geologic related hazards. The information shall be at a level of detail appropriate to support a NEPA and SEPA document and will present information in such a manner so as to be understandable by non-technical specialists.

Assumptions:

- A full geotechnical report addressing all on-shore, shoreline and offshore conditions associated with the proposed project site, at least in draft form, will be available
- All historical permits, permit applications and associated technical reports for the proposed project site will be made available including dredging history (frequency, amounts dredged, dredged material grain size)
- Analysis will be based on relevant publicly available published information and relevant publicly available gray-literature. MBTL material will also be included in the review
- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature
- Technical Memoranda will describe and characterize the existing on the proposed Millennium site
- No analysis of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal

- Contractor shall provide a final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.10 Hazardous Materials: Data Collection and Existing Conditions

The Contractor shall review the status of current hazardous waste cleanup efforts on portions of the proposed project site through reports or documents related to any remedial investigation and feasibility study, any subsequent cleanup information and interviews with Ecology staff as needed to provide the following:

- Planned and completed remedial actions
- Map of current extent of contaminated media
- Map of ongoing and completed remedial actions addressing contaminated media
- Risks to human health and ecological receptors associated with contaminated media currently on site

The Contractor shall identify sites within 0.5 miles of the site that are listed by the Environmental Protection Agency or Ecology as contaminated and review the status of any site assessments and cleanups for identified sites that they could affect environmental media within the proposed project site.

The Contractor shall identify the closest disposal facilities that could accept solid waste and construction waste and the capacity of these facilities to accept additional wastes.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will describe existing conditions for hazardous materials.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature, as well as MBTL studies and reports
- The Technical Memoranda will describe and characterize the existing conditions on the proposed project site
- No analysis of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.11 Socioeconomic/Environmental Justice: Data Collection and Existing Conditions

The Contractor shall review available information, including any previously completed economic studies and sources of demographic information, to ensure the EIS analyses include the most complete and up-to-date information. The key issues related to socioeconomics include potential

effects on employment and income, local and regional purchases, housing, public finances, public services and infrastructure, commercial fishing, and tourism. Contractor shall work with the Agencies and local organizations to the extent deemed appropriate to identify potentially affected stakeholders.

Population characteristics including the demographics of relevant groups (including all significant stakeholders and sensitive populations and groups); major economic activities; future prospects; the labor markets and available work force; unemployment and underemployment; population and expected changes; availability of housing, infrastructure and services; size and age structure of households; and seasonal migration patterns. Sources of information shall include, but not be limited to, city of Longview, the County, the state of Washington Department Office of Financial Management, and other appropriate government sources.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will describe the existing data for socioeconomic and environmental justice existing conditions.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature, as well as MBTL studies and materials
- The scope and budget is based on the proposed project site plan available at the following link - http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf.
- The Technical Memoranda will describe and characterize the existing conditions of the proposed project site
- No evaluation of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide final Technical Memoranda within 5 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.12 Land Use, Plans & Policies (including Parks and Recreation): Data Collection and Existing Conditions

The Contractor shall identify and compile documents related to existing conditions associated with land use. The Contractor shall review documents related to existing conditions and compile a list of sources, areas requiring refinement, and new data needs.

Data collection will include:

Land Uses

- Description of site, location, and jurisdiction (county and cities)
- Current site conditions
- Existing on-site and adjoining land uses
- Previous land uses and pending actions
- History of land uses on site and adjacent areas
- Zoning comprehensive plan designations on site and surrounding areas
- Parks and recreation, public interest, and special use areas (i.e., boating and fishing)

- Existing location and number of residential and commercial buildings
- Nearby agricultural uses
- Specific port-owned and leased land uses, zoning, and comprehensive plan designations

Policies and Pending Actions

- County existing and proposed regulations (shoreline, zoning and development)
- Proposed new developments of existing permit materials

Other Public Interest Areas

- Government occupied structures and offices, such as fire and police facilities
- Current site conditions
- Federal or state designated wild and scenic rivers
- Local, state, or federal designated trails
- Nature preserves
- Game management areas
- Parks and golf courses
- Federal wilderness areas

Documentation

- Tables indicating land acreage, acreage impacted by construction (as information becomes available), and acreage of current land uses
- Zoning map
- Comprehensive plan map
- Shoreline and critical areas map
- Photographs and aerial photographs

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will identify existing land use conditions on and near the proposed project site.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature, as well as MBTL studies and materials
- The scope and budget is based on the proposed project site plan available at the following link - http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf
- The Technical Memoranda will describe and characterize the existing conditions of the proposed project site
- No evaluation of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide a final Resource Evaluation Report within 5 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.13 Aesthetics, Light and Glare: Data Collection and Existing Conditions

Contractor shall identify and detail the existing landscape and visual character of the proposed project site, including landforms, land cover, cultural patterns, scenic views, and other features.

The existing landscape qualities within the affected area viewshed will serve as the baseline to assess priority, high sensitivity views and ultimately to determine whether the proposed project is visually compatible or may result in visual impacts. Priority visual qualities and sensitive views will be confirmed and it is assumed that additional features may be identified and added to the baseline assessment.

The Contractor shall research and obtain relevant existing conditions documents, aerial photographs, Geographic Information System (GIS) data, historical photographs, cultural information, and related materials.

Photographic Inventory

The Contractor shall:

- Conduct field work and prepare a photographic inventory of the affected area.
- Capture additional images detailing both close-in and distant views of the affected area from adjacent developed areas, recreation areas, viewpoints, and roadways.
- Compile a photographic inventory and prepare a map of image locations.

Site Review

The Contractor shall:

- Conduct field work and characterize existing visual qualities of affected area and surroundings at various times during the day, including views, shadows, night light, and glare sources.
- Identify priority sensitive views and document visual qualities of subject views.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will provide a narrative description of the existing visual conditions, the visual qualities within the affected area, and a characterization of view sensitivity. The Technical Memoranda shall be supported by a photographic inventory of existing conditions and map analysis to determine and confirm viewsheds, vistas, and other priority views. The Technical Memoranda shall consider analytical methodologies used by federal agencies, including the U.S. Department of Agriculture and Department of Transportation, to define and assess impacts to visual resources resulting from development projects and land use policies.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature, as well as MBTL studies and material
- The scope and budget is based on the proposed project site plan available at the following link - http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf
- The Agencies will be responsible for obtaining permission for the Contractor to access the proposed project site and informing the Contractor of any areas where access is not permissible on the proposed project site
- Field Investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless the Agencies obtain permission to access private property for the Contractor
- The existing conditions analysis for visual impacts will address the site, immediately adjacent areas, and priority sensitive views
- The Contractor will not be responsible for contacting private property owners and requesting access to private property
- The Technical Memoranda will describe and characterize the existing conditions of the proposed project site

- No evaluation of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide final Technical Memoranda within five business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.14 Cultural Resources (including Fishing Rights/Treaties): Data Collection and Existing Conditions

Contractor shall collect and review existing data to determine the existence of historic and cultural resources in the study area (the study area will include the proposed project site and those properties within three hundred (300) feet of the proposed project site that may be affected by project related ground disturbance), identify data gaps, and coordinate with the Agencies about consultation with state and local agencies, affected tribes, and other interested parties under SEPA, NEPA and Section 106 of the National Historic Preservation Act. To accomplish these tasks, the Contractor shall perform: a literature review, a cultural resource records search, develop prehistoric, historic and landscape context statements, perform treaty rights research, and participate in preliminary consultation coordination with the Corps. The following discusses each of these tasks in greater detail.

Literature Review/Cultural Resources Records Search

The Contractor shall conduct background research on the history and development of the study area and obtain and review copies of previously completed cultural resources studies that may have occurred in the project vicinity. This information will support preparation of the cultural resources affected environment section of the EISs and help define what additional cultural resources investigations may be needed. The Contractor shall also use this information for the later preparation of any cultural resources technical reports that may be required for the project.

Develop Prehistoric, Historic and Landscape Context Statements

As part of this effort, the Contractor shall perform a review of public records and pertinent literature on the archaeology, ethnography, and history of the study area to provide information on previously documented cultural resources. The Contractor shall also perform research on the development history of the study area to establish prehistoric and historic contexts to aid in the identification and evaluation of resources that might be encountered during cultural resources investigations. Finally, the Contractor shall review previously completed geotechnical, geo-archaeological, and geological research to develop a landscape context to aid in the future development of archaeological investigation methods that will appropriately assess whether the project vicinity contains previously undocumented archaeological resources. Development of the prehistoric, historic, and landscape context statements will aid in the identification of previously undocumented cultural resources and facilitate resource evaluation.

Tribal Treaty Fishing Rights

The affected physical environment along the Columbia River will be identified through consultation with the Agencies as appropriate. The Technical Memoranda shall identify affected Indian tribes and communities, and include existing information documenting the history of Northwest Indian treaties, the current location and status of Indian tribes, traditional and existing Indian fisheries, and all species taken for commercial, traditional subsistence, and ceremonial use. The known state of the Indian fishery resources, existing Court Decisions that limit treaty fishing shall also be

described. The Contractor shall provide a summary of the changing technology for fish harvest by the tribes, from the 19th century to the present. The Contractor shall describe tribal efforts and organizations to preserve, protect, and sustain Indian treaty fishing in the Columbia River. The technical memoranda shall summarize the cultural significance of the Indian fish harvest from treaty fishing, as stated by the tribes themselves.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will describe the existence of historic and cultural resources in the study area.

Assumptions:

- No archaeological fieldwork or historic resource surveys will be conducted as part of carrying out this scope of work
- MBTL will provide the Contractor with any available historical, cultural, or geotechnical data and studies previously collected or prepared about the project vicinity
- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature
- The scope and budget is based on the proposed project site plan available at the following link - http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf
- The Agencies will be responsible for obtaining permission for the Contractor to access the proposed project site and informing the Contractor of any areas where access is not permissible on the proposed project site
- Field Investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless the Agencies obtain permission to access private property for the Contractor
- The Contractor will not be responsible for contacting private property owners and requesting access to private property
- The Technical Memoranda will describe and characterize the existing conditions of the proposed project site
- No evaluation of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide final Technical Memoranda within 5 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

COMPENSATION

1. **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of ____ for the completed work set forth in Attachment A based on the Phase 1 budget attached hereto. Payments for completed tasks shall be made no more frequently than bi-monthly; quarterly; semi-annually; annually; at completion of project; other (specify) Monthly.

OR

b. HOURLY RATES: For services rendered, the County shall compensate the Contractor at the hourly rates set forth in Attachment B-1 hereto.

Payments for completed tasks shall be made no more frequently than monthly; quarterly; semi-annually; annually; at completion of project; other (specify) .

Each request for payment shall be supported by an invoice specifying: the name and position of the Contractor's employee; number of hours worked; completed tasks for which compensation is sought and; payment amount requested. The County shall pay all proper invoices within thirty (30) days of receipt. Should the County wish to dispute an invoice, it must do so in writing within thirty (30) days of receipt. Otherwise, invoices shall be deemed accurate and payable according to the terms thereof.

In no event shall Contractor be compensated in excess of Two Million Ninety-Eight Thousand Forty-Seven Dollars (\$2,098,047.00) included as Attachments B-1, B-2, and B-3 (Attachment B-1 and B-2 to Contract No. BOCC 2013-2 as amended by the First Amended Scope of Work included) and as included in Attachment B-3 hereto.

2. AND

a. The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

OR

b. The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

c. Other (specify) The County, in addition to the compensation herein set forth shall provide to the Contractor the following:

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, except as provided for herein.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.
3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Cowlitz County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Cowlitz County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Cowlitz County for any payments made or required to be made by Cowlitz County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Cowlitz County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after

contract termination, and shall make them available for such review, within Cowlitz County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon thirty (30) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to real or tangible property including loss of use thereof, whether such injury to persons or damage to

property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

The County agrees to defend, indemnify and save harmless the Contractor, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the Contractor, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to real intangible property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the County, its subcontractors, its successor or assigns, or its or their agent, servants, or employees, the Contractor, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the Contractor, its appointed or elected officials or employees. It is further provided that no liability shall attach to the Contractor by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Cowlitz. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause. Contractor is not liable for any delay in performance or non-performance caused by Acts of God, war, civil disturbance, government action, labor dispute, computer virus, pandemic illness, inadequate access to County site or data, or anything else beyond Contractor's reasonable control.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Cowlitz County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

- (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Contractor Property. In addition to rights granted under the preceding paragraph, the Contractor may also provide Contractor Property. The term "Contractor Property" shall mean all pre-existing material, including, but not limited to, any products, software, materials and methodologies proprietary to Contractor or provided by Contractor or its suppliers and any trade secrets, know-how, methodologies and processes related to Contractor's products or services, all of which shall remain the sole and exclusive property of Contractor or its suppliers. Subject to the terms of this Agreement, Contractor grants to County a non-exclusive, non-transferable, irrevocable license to use the Contractor Property contained in the deliverables provided hereunder for the purposes of this Agreement.
23. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that fail to conform to the terms and conditions of this Agreement..
24. Project Approval.
In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.
25. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
26. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
27. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
28. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard
29. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

30. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
31. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
32. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
33. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
34. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
35. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
36. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
37. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- With each request for payment.
- Monthly.
- Quarterly.
- Semi-annually.
- Annually.
- Project completion.
- Other (specify)

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies rated at least A-VIII or better by the current edition of Best's Insurance Reports published by A.M. Best Co. or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48 except under Workers Compensation and Errors & Omissions or Professional Liability, as now or hereafter amended, and the following coverage shall be provided:

- COMPREHENSIVE GENERAL LIABILITY:

| | |
|---------------------------------|----------------------------|
| Bodily injury, including death. | \$1,000,000 per occurrence |
| Property damage | \$1,000,000 per occurrence |
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period

| | |
|------------------------------|----------------------------|
| Endorsement (two year tail). | \$1,000,000 per occurrence |
|------------------------------|----------------------------|
- WORKERS COMPENSATION:

| | |
|------------------|--|
| Statutory amount | |
|------------------|--|
- AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

| | |
|---|----------------------------|
| Bodily injury, liability, including death | \$1,000,000 per occurrence |
| Property damage liability | \$1,000,000 per occurrence |

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such insurance carried by the Contractor shall be primary over any insurance carried by Cowlitz County and the Contractor shall ensure that such insurance is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify and hold harmless shall apply to any liability beyond the scope of insurance coverage.

3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

4. Other (specify)

4.1 The County point of contact ("POC") persons for this project are:

Elaine Placido, Director
Cowlitz County Department of Building and Planning
207 4th Avenue North
Kelso, WA 98626
(360) 577-3052
Raiterg@co.cowlitz.wa.us

And

James Tupper
Cowlitz County Special Deputy Prosecutor
Tupper Mack Wells PLLC
2025 First Avenue, Suite 1100
Seattle, WA 98121
(206) 493-2300
Tupper@tmw-law.com

or to such other POC the County may from designate in writing to Contractor.

4.2 The Contractor is subject to and shall be required to separately sign the attached Communications Protocol Agreement. All information that the Contractor may require to be provided by MBTL will be coordinated through the Agencies.

4.3 The Contractor and its subcontractors must be independent third parties during performance of the Services. Conflict of interest means that because of other activities or relationships, a person or entity is unable or potentially unable to render impartial assistance or advice to the Agencies, is or might be otherwise impaired in its objectivity in performing the Services, or has an unfair competitive advantage. Contractor and subcontractors must disclose any current or expected future contractual relationships which may pose a conflict of interest with this project, including other contracts with MBTL. Disclosure shall include date and duration of contract, the nature of the service provided, and a plan for managing potential conflicts of interest. If no current or expected future relationships during the expected term of this contract are expected, an affirmative statement from each individual employed by either the Contractor or any subcontractors working on the Services shall be provided to the County.

4.4 The Contractor shall not disclose any information concerning the Agencies, the Project or the Services, or information that may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the relevant Agency, or as may be otherwise required by law including, but not limited to, order of any court with competent jurisdiction. Neither party shall be liable for disclosure or use of information which: (1) was known by the receiving party at the time of the disclosure due to circumstances unrelated to this Agreement; (2) is generally available to the public without breach of this Agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

FIRST AMENDED SCOPE OF WORK

1.0 Introduction

This amended scope of work constitutes the First Amended Scope of Work to the May 16, 2013, Professional Services Agreement BOCC 2013-2 dated May 16, 2013, as amended by the First Amendment dated June 25, 2013, between Cowlitz County and ICF Jones & Stokes, Inc.

The Contractor shall timely perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor's responsibilities throughout this Agreement including, but not limited to, all such services and tasks necessary to conduct environment review and prepare Environmental Impact Statements (EISs) under both the National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA) as more specifically detailed and described below (the "Services"). Contractor shall timely perform all Services pursuant to and in compliance with the Project Schedule set forth in subtask 1.4. The Contractor shall promptly notify the County of any information Contractor obtains which could result in a change to the Services to be provided and, in such event Contractor shall not proceed with any additional analysis or work until authorized by the County. The Contractor shall promptly notify the County of any information Contractor obtains which could result in a delay to the Schedule according to which the Services must be performed.

2.0 Scope of Work Summary

Millennium Bulk Terminals-Longview, LLC (MBTL), proposes to construct and operate a marine terminal for export of coal to be located in Cowlitz County, Washington. The project will require completion of an Environmental Impact Statements (EISs) to comply with the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). This scope of work will also address required steps for Clean Water Act (CWA) Section 404 and Section 10 approval and compliance. Cowlitz County Department of Building and Planning (County), U. S. Army Corps of Engineers (Corps), and Washington State Department of Ecology (Ecology) entered into a Memorandum of Understanding (MOU) to work cooperatively as co-lead agencies for the completion of the EISs. The Corps is the Federal lead agency for the EIS under NEPA and the County and Ecology are co-lead agencies for the EIS under SEPA. The County is the nominal lead for SEPA. Contractor shall prepare the NEPA EIS and any required review for CWA Sections 404 and 10 under the exclusive direction of the Corps. Contractor shall prepare the SEPA EIS under the joint direction of the County and Ecology. The Corps, County and Ecology are collectively referred to herein as the "Agencies." In the event the MOU is terminated the phrase "Agencies" throughout this scope of work and contract shall mean Cowlitz County and Contractor shall proceed to complete the SEPA EIS under the exclusive direction of the County.

This scope of work addresses Phase 1 of the NEPA and SEPA process. Phase 1 will generally include initial mobilization, project management, expanded scoping under SEPA including the preparation of scoping reports for NEPA and SEPA. Phase 1 will also include a portion of the project refinement phase including a description of the proposed action and a review and collection of data to describe existing conditions. This scope of work covers a period of 240 days (eight months) following Notice to Proceed. The Contractor may commence work on the Services only after receiving a written Notice to Proceed from the County.

Phase 2 of this project will include development of alternatives, technical analysis, and preparation of the EISs, including public hearings and a public comment period, and a responsiveness summary. This scope of work will be amended to include this additional work, following the close of scoping and completion of the final scoping reports.

This scope of work and associated budget may also be amended if during the course of the Phase 1 work it is determined by the Agencies and Contractor that additional activities associated with scoping will be necessary.

3.0 Work Elements

The following presents specific work elements for Phase 1 of the project.

Task 1 Contract Management

Task 1.1 Project Management and Communications Plan

Contractor shall prepare and follow a Project Management and Communications Plan (PMCP) for the internal use by the consultant team. The Plan shall include:

- Project History – bibliography of documents produced to date by MBTL and the Agencies
- Project Team – identification of Agency staff, Contractor team including Contractor Project Manager, Deputy Project Manager and Public Involvement Manager with a description of roles and responsibilities and organization, including Contractor team and agency staff
- Communication Plan and Protocols – including schedule for meetings, lines of communication within the team and the protocol for communications with MBTL
- Project Scope and Deliverables List
- Project Key Messages
- Project Schedule
- Style Guidelines addressing document formatting for technical reports and the EIS
- Project Identity including design of project logo and templates for exhibits, etc. for use on all documents and products prepared for this project
- Project Decision Tracking Matrix – used to identify decisions that need to be made, decision-making deadline, past decisions, and the rationale and supporting information for each decision
- Contract and Budget Management Process
- Quality Assurance/Quality Control Plan
- Administrative Record Protocol

Assumptions:

- The PMCP will be updated, as necessary, it is anticipated that during Phase 1, no more than two updates will be necessary

Deliverables:

- None

Task 1.2 Meetings with Agencies

Contractor shall coordinate weekly meetings or conference calls with the Agencies to cover the following:

- Technical or policy questions
- Decisions that need to be made
- Upcoming review periods and milestones
- New information or pertinent research
- Action items for the EIS
- Information needed from the Applicant

Assumptions:

- Communications with MBTL are subject to the Communications Protocol Agreement
- Contractor Project Manager, Deputy Project Manager, and Public Involvement Manager shall participate in weekly conference calls to the maximum extent practicable

- Conference calls will typically be one hour in length
- All deliverables as part of this subtask will be submitted electronically via email to conference call participants
- Internet based conferences will be used to share and review information during the calls
- Weekly meetings and deliverables may not always be necessary and may not involve all Agencies

Deliverables:

- Weekly agenda for meetings or conference calls
- Weekly meeting summaries draft and final
- Weekly action item list

Task 1.3 Kick Off Meeting

A kick off meeting will be held in Kelso within one week of Notice to Proceed. This meeting will include the Agencies and Contractor representatives. In preparation for the meeting, the Contractor shall prepare an agenda with meeting objectives, draft team communications methods, and a preliminary schedule. The following topics will be addressed at the kick-off meeting:

- Goals and project understanding
- Project schedule expectations
- Communications protocols with MBTL (per the Communications Protocol Agreement)
- Team Communication methods
- Coordination and review protocols

Assumptions:

- Contractor Project Manager and Deputy Project Manager will attend in person, as well as other Contractor management team members
- MBTL will attend at least some portion of the meeting
- All deliverables as part of this subtask will be submitted electronically via email to kick off meeting participants

Deliverables:

- Kick-off meeting agenda
- Draft team communications methods
- Preliminary draft project schedule (per subtask 1.4)
- Meeting summary (draft and final)

Task 1.4 Project Schedule and Deadlines for Deliverables

The Contractor shall prepare a project schedule in conjunction with a detailed scope of work and budget. While the schedule will focus on Phase 1 milestones and deadlines, the schedule will also include an overall EIS Development Schedule with key deliverables from the Request for Proposal (RFP) identified. The schedule shall be used as a framework to verify the necessary activities and required resources to complete the scope of work on time. The critical path schedule will be based on the following deliverables and preliminary deadlines from date the County issues a Notice to Proceed:

- Project Kick Off Meeting – within 8 days
- Project Management and Communications Plan – within 21 days (draft), within 56 days (final)
- Public Involvement Plan – within 30 days (draft), within 65 days (final)
- Draft Scoping Report (includes Stakeholder Interviews) – within 65 days, (draft), within 90 days (final)
- Project web site – within 45 days (draft) within 75 days (final)
- Ecology Determination of Significance and Request for Public Comments under SEPA – within 90 days

- Begin public scoping period (includes Public and Agency meetings) – within 90 days
- Complete Public Scoping Period – within 185 days
- Final Scoping Report – within 215 days (draft), within 240 days (final)
- Evaluation of Data Resources to Describe Existing Conditions Report – within 240 days

The critical path timeline is based on a preliminary project schedule. Once this scope of work is finalized, a detailed project schedule will be developed and the preliminary deadlines may be adjusted.

Unless otherwise specified, all deliverables are subject to review and approval by the Agencies prior to final adoption or issuance. Contractor shall update the Project Schedule as necessary.

Assumptions:

- Critical path timeline is preliminary and will be revised once scope of work is finalized.
- Timelines provided in this subtask are based upon activities presented in Task 2. Scoping. These dates assume up to five public meetings and a 95 day scoping comment period
- Contractor shall provide an electronic PDF schedule to the Agencies for review
- Agencies shall provide comments within 30 days. It is anticipated that a conference call will be held to discuss initial schedule.
- Contractor shall provide a revised project schedule within 5 business days of compiled comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule
- The project schedule will be updated, as necessary

Deliverables:

- Electronic project schedule (PDF and MS Project) and deadlines

Task 1.5 Quality Assurance/Quality Control

Contractor shall prepare a Quality Assurance/Quality Control Plan (QA/QC Plan) for the EIS process. The QA/QC Plan shall be incorporated into the Project Management and Communications Plan presented in subtask 1.1.

The Contractor Project Manager or Deputy Project Manager shall review and approve all deliverables produced as part of this scope of work. Quality Assurance/Quality Control (QA/QC) review shall be performed prior to submittal of deliverables to the Agencies.

Deliverables:

- None

Task 1.6 Records/Administrative Records Management

Contractor shall prepare an Administrative Records Protocol to manage correspondence, meeting minutes, drawings, reports, and other documents received and generated over the course of the project. This information shall be maintained to facilitate retrieval in accordance with the federal Freedom of Information Act (FOIA) and state Public Records Act. The document control system will allow for the electronic distribution of and access to file materials to authorized project personnel. Contractor shall establish two secure internet document sharing sites – one for NEPA and one for SEPA. These sites will not be accessible to the public and no records shall be publically available until approved by the Agencies for uploading in the Administrative Record file and/or project website.

All information related to the EIS process shall be provided to each of the Agencies upon completion of this Agreement, including an inventory of all documents, phone, email and other

records for the administrative record. This includes access to all information that supports the findings, conclusions and recommendations of the Contractor's reports, including computer models and methodology for those models.

Contractor shall prepare an Administrative Records Protocol for the EIS process. The Protocol shall be incorporated into the Project Management and Communications Plan presented in subtask 1.1.

Assumptions:

- Contractor shall identify a Records Manager

Deliverables:

- Separate sharepoint sites shall be maintained for NEPA and SEPA

Task 1.7 Invoicing and Progress Reports

Contractor shall prepare monthly invoices and progress reports. Progress reports shall include items such as: tasks completed during the current reporting period, deliverables submitted, challenges encountered and next steps for the following reporting period.

Assumptions:

- Invoicing procedures and deadlines shall be provided by Cowlitz County via this Personal Services Agreement contract

Deliverables:

- Monthly invoice and progress report

Task 1.8 Project Management and Coordination

Contractor shall provide project management, strategic and technical guidance on the NEPA and SEPA review process. Internal consultant team meetings will be held on a regular basis to support project management.

Task 2 Scoping

Task 2.1 Public Involvement Plan

Contractor shall coordinate with the Agencies and the project team to assure that all community outreach activities are aligned with the technical tasks and procedural deadlines during the NEPA/SEPA scoping phase. Contractor shall draft a Public Involvement Plan that addresses engagement with tribes, interest groups, specific stakeholders and the general public. The plan shall outline specific efforts that will support NEPA and SEPA requirements including communication protocols, methodologies and tools. The plan shall use outreach techniques that are transparent and that are designed to ensure a legitimate attempt to engage all interested parties who express an interest in learning about the project and the environmental review process.

The plan will be shaped in part by pre-scoping stakeholder interviews that identify expectations for public information and participation. The stakeholders will include local government officials in affected communities, representatives of stakeholder groups who have been participating in other similar processes, local interest groups (e.g., labor and community groups) located in Southwest Washington, tribes, and representatives of, or service providers for, environmental justice populations. The set of interview questions will be prepared by the Contractor and circulated for review and approval to the Agencies.

The plan shall include project objectives, communications strategies, inclusive stakeholder outreach approaches, effective and efficient comment management protocols and assignments for project staff.

At a minimum the Public Involvement Plan shall include:

- Description of methods that will be offered to receive comments on the EIS scoping
- A project mailing list
- A project email distribution list
- Detailed description of how actions will be consistent with Executive Order 12898, Environmental Justice for Low Income and Minority Populations
- List of project team members, key stakeholders and contact information
- Stakeholder interview approach and questions
- Outline (structure) of the project website
- A media management plan
- Media, social media, and web-based content monitoring approach
- Communication protocol with citizens, tribes, interest groups, local agencies, elected officials, and media
- The method by which all comments, regardless of how submitted, will be entered and maintained in a database
- The method by which all comments will be organized and categorized for use by the Agencies and the technical EIS team
- The method by which all comments will be available for public review through the project website
- Identification of comment acknowledgement tools
- Protocol for bi-weekly status updates to Agencies on comments received during scoping period
- Differentiation between NEPA only and SEPA only activities

Assumptions:

- A 95 day public comment period is assumed
- Up to 40 stakeholder interviews will be conducted
- All interviews will be conducted in Cowlitz and Clark counties, unless otherwise agreed to by the Agencies
- An electronic draft Public Involvement Plan will be submitted to the Agencies for comment and review. Comments, compiled into one document, shall be submitted to the Contractor within 30 days of submittal.
- Contractor shall provide a final electronic Public Involvement Plan within 5 business days of compiled comments from the Agencies.
- Contractor will maintain a record of media coverage
- Contractor will notify Agencies if media coverage includes inaccurate information
- Delay in review and revision cycle may require revision to the overall project schedule
- No more than two incremental submittals will be prepared prior to submittal of the draft Public Involvement Plan

Deliverables:

- Initial list of proposed stakeholders for interview
- Draft and final interview questions
- Up to 40 stakeholder interviews
- Summary report of stakeholder findings and key observations
- Slide presentation for Local Agency meeting
- Handouts for Local Agency meeting
- Media and social media email reports, every two weeks or as needed

- Two incremental draft and final Public Involvement Plans for Phase I in Word format

Task 2.2 Project Website

The Contractor shall establish and host a website (exclusive of the online scoping meeting) that will provide detailed information about the NEPA/SEPA process. It will be designed so it can be expanded during future project phases. It will contain a home page, a fact sheet, a how to get involved page, explanation of the proposal, schedule, notices of upcoming events, pertinent project documents, photos of the site, bibliography of studies being used to support the technical analysis, information on the site such as the status of cleanup actions and current operations and online scoping section. The site will include links to the Agencies' websites. Project related content (Notice of Intent, Declaration of Significance, etc.) shall be added to the site as it becomes available. Additional content may be added, but in no case will the site be required to support more than the stated maximum twenty pages. The site will contain a link to Commentworks, where the public can provide online comments as well as view comments already submitted by others. Subtask 2.5 provides information about Commentworks and comment management. The website shall be updated weekly or as needed to keep information current.

Assumptions:

- The Agencies will obtain a .gov domain name for use by the Contractor.
- The Contractor shall host the website using a .gov domain name and following all .gov domain name requirements for use. The site shall include up to eight pages
- If the .gov requirements dictate the use of a public agency hosting site, the Agencies and the Contractor shall instead purchase and use a .com, .org, or .net domain
- The Contractor or the Agencies shall purchase .com, .org, and .net websites with the same domain name
- The Agencies will provide a link from their web sites to the project website
- The Agencies will review and provide comment on the initial website and all subsequent additions within two days of receipt

Deliverables:

- A website with up to twenty pages of content hosted by the Contractor
- The website shall be updated weekly or as needed to keep information current

Task 2.3 Scoping Meetings

The Contractor shall arrange facilities and coordinate logistics for up to five scoping meetings. The precise location of the meetings will be determined in consultation with the Agencies. The meetings shall be in the form of an open house with presentation boards and staff available to answer questions. Options shall be provided for written and oral comments. While details need to be provided by the Agencies, an opportunity for the public to provide oral comments are expected to be made both in a facilitated public forum setting and in one-on-one recording areas.

A meeting plan template shall be included in the Public Involvement Plan and will be modified to reflect the specific geographic location and venue selected for meetings. The Contractor shall host a webinar with Contractor and agency staff to review venue meeting plan templates.

Contractor shall provide documents to support the meeting including published notices, display ads in local and regional media, and logistics for review by the Agencies. The meeting shall be staffed by Contractor and Agency representatives, as needed. At the meeting, Contractor staff shall be dressed in distinctive colored vests and designated as "Meeting Host." All Contractor staff shall receive training in advance in general crowd control techniques including providing support and orientation, dealing with large crowds and dealing with disruptive people or tactics.

The Contractor will develop Ground Rules and a process to provide multiple opportunities for comments including written comment forms, instructions for electronic comments through a web site or electronic mail and presentation of oral comments before a group or in quiet rooms. A court reporter will record public comments before a group and in quiet rooms.

The Contractor shall be responsible for preparation and publication of notice of the meeting, scheduling the meeting date, time, location and venue in collaboration with the Agencies, arranging for site security, developing handout materials, preparing presentation material, preparing project exhibit boards and staffing the meeting. Notice of the meeting shall be provided through newspaper publication based on the meeting location, on the website, Agencies' websites, email distribution to stakeholder and participant list, direct mail of up to 10,000 postcards, and media releases and advisories to be prepared by the Contractor distributed by the Agencies through normal channels.

In addition, within the project website the Consultant shall build an online scoping meeting. The online meeting shall feature the same written and graphic materials as the physical meetings. The online meeting shall include any scoping meeting displays and an electronic comment form so comments can be made through the website. The online scoping meeting will be open for comment to coincide with the public meetings and the remaining EIS scoping comment period.

Separate oral comment periods will be held for the NEPA scoping process and the SEPA scoping process in scoping meetings held in Longview and Clark County. Display boards and all hand out materials will reflect the two different environmental processes and documentation. Additional resources (security, tables and chairs, court reporters, staff, etc.) will be required for these two scoping meetings.

Assumptions:

- The meetings will be scheduled to last for three hours
- Sufficient Contractor staff will be provided to staff the meeting based on anticipated attendance
- Agencies will provide staff for meeting support as identified in the meeting plans
- The meeting locations will require the approval of the Agencies
- The meeting locations will be ADA accessible
- As part of the basic venue fee, facilities will provide basic security and chairs to accommodate 1,500 participants. Microphones, a podium, and a table will also be provided as part of the basic venue fee.
- Extra security and police will be required
- A closed circuit feed into areas throughout the facilities may be required
- Four court reporters will be required for Longview and Clark County
- Two court reporters will be required for the three other scoping meetings
- Additional supplies and equipment may be required due to the additional oral comment period for the NEPA process
- Display ads will be placed in up to five newspapers of local, regional or statewide circulation as decided by the Agencies on a schedule approved by the Agencies
- Agencies will distribute media advisories drafted by the Contractor
- The Contractor will design, print and mail up to 10,000 mailers
- Ground rules and process will provide for fair access and opportunity to provide oral comments during the scoping meetings
- Meeting display boards will distinguish between the NEPA process and the SEPA process
- All public scoping meetings will include a limited time for oral public comments in front of the general audience and will be facilitated by Contractor staff

- The meetings will be preceded by a preparation and planning session of up to two hours with the Agencies and will include orientation and security arrangements
- A separate security briefing by the Vancouver Police Department will be provided to agency and Contractor staff. The meeting shall not exceed 3 hours plus travel time
- Contractor shall prepare graphics and information for team webinar. Webinar shall not exceed two hours
- Scoping discussions and consultation will be conducted separately with agencies and tribes, as identified in subtask 2.4

Deliverables:

- An overall schedule for scoping meetings
- A detailed plan including preparation, format, logistics, ground rules, safety and security, consultant and agency staff training, and coordination for conducting successful scoping meetings at a large scale
- For each meeting, locale-specific meeting plan, based on general meeting plan template
- Public notification of the scoping meeting at least two weeks in advance of the meeting through a display ad in newspapers, postcard mailing, media advisory, email blast and web posting
- Media advisory for release by the Agencies
- Meeting plan
- Ground rules for the meeting
- Scoping meeting support documents including comment forms, sign-in forms, handouts
- NEPA and SEPA presentations boards, not to exceed a total of 15 boards
- Alternative input opportunities including a "quiet room" with a court reporter
- Capture all comments for cataloging including oral statements and written comments

Task 2.4 Agency and Tribal Consultation

The Agencies shall coordinate and facilitate agency and tribal scoping meetings. The agencies shall be responsible for all logistics. The Contractor shall attend up to three agency and tribal meetings and shall prepare meeting summaries for each meeting.

Assumptions:

- Lead Agencies shall identify, invite, host, and facilitate all resource agency and tribal scoping meetings
- Lead Agencies shall develop and prepare all meeting handouts and presentations
- Contractor shall attend up to three meetings. Each meeting is anticipated to last up to four hours.
- Contractor shall prepare meeting summaries of each meeting

Deliverables:

- Up to three meeting summaries (draft and final)

Task 2.5 Comment Management

The Contractor shall develop, implement and manage a process for collecting, tracking, processing, posting, and analyzing public comments during the formal scoping period. The process will allow for comments to be submitted via regular mail, electronic mail, the project's website, and through the public scoping meetings. The Contractor will develop, test, and deploy an online web form linked from/to the project web site to collect comments. The web form will allow for the commenter to submit a comment to all three agencies, or to only the two SEPA lead agencies or the NEPA lead agency. The Contractor will assign each submission a unique identifying comment number and will enter and maintain the comments in a database. In anticipation of extensive public comments, the Contractor will utilize a structured software package designed specifically to

catalog and track public comments. For comments submitted via the online web form, a receipt with the unique identifying number shall be provided upon submittal. For comments provided via email, an auto response "thank you" email shall be sent to the commenter upon comment submittal.

The Contractor will post public comment on a weekly basis to the project's website. Only unique comments, with the commenter's name, will be posted. An example of each mass mailing campaign letter will also be posted, with total numbers updated weekly. Comments will be listed on the website alphabetically, with agencies and organizations listed separately. In addition, comments intended for NEPA only, or SEPA only, will also be listed accordingly. The Contractor will identify and track mass mail campaigns and other duplicate comments and distinguish these submittals from unique public comments. Unique comments will be organized, analyzed and summarized by subject and by other criteria in preparation of the scoping report under subtask 2.6.

In addition, handwritten comments (from the scoping meetings or other means of submittal) will be posted to the website as PDF attachments. Transcripts from the public meetings will also be input into the database and posted to the website.

Assumptions:

- Scoping comments (and all subsequent comments) will utilize Commentworks®
- Up to 125,000 submissions will be received during the scoping comment period, with no more than 15,000 unique submissions, 300 substantive comments, 100,000 paper mass mailing comments, and 10,000 electronic mass mailing comments
- Unique submissions will be posted to the project web site. Posted comments will be updated no more than once per week. Posted information will include date received, commenter first and last name, city and state (but no address), and comment text and attachments. Comment text will be posted in its entirety as it was submitted, without any redaction.
- Comment contents will not be redacted unless the comment (or parts of the comment) is deemed threatening by the Agencies. The Contractor shall identify such comment letters and forward to the Agencies for guidance regarding redaction. It is anticipated that no comment letter will require redaction.
- An example of each mass mailing campaign letter will be posted, with total numbers updated weekly.
- Comments will be listed on the website alphabetically, with agencies and organizations listed separately.
- Comments intended for NEPA only, or SEPA only, will also be listed accordingly.
- The Contractor will host the online comment collection form posted on a .com domain, and shall:
 - Add disclaimers alerting the public that they have left the .gov project web site when on these pages; and
 - Ensure there are clear and conspicuously placed links to and from the project web site for ease of navigation.

Deliverables:

- Bi-weekly trend reports to Agencies on comments received during scoping
- Scoping comment summary, as part of subtask 2.6

Task 2.6 Scoping Report

Contractor shall prepare separate NEPA and SEPA ~~draft~~ scoping report outlines for the Agency review. The scoping documents shall include project background, the ~~draft~~ purpose and need for

the Project, the proposed action and initial alternatives, and the proposed scope of work and schedule.

Following the formal scoping period, Contractor shall prepare separate draft scoping reports for review by the Agencies. The scoping reports shall include a summary and catalog of issues heard during the scoping process, including proposed alternatives suggested in comments. The Scoping Reports shall identify the scoping process and meeting logistics associated with the NEPA and SEPA. Comments made for each process will be summarized the separate reports.

Assumptions:

- Electronic Draft Scoping Outlines will be submitted to the Agencies for comment and review. Comments, compiled by each Agency shall be submitted to the Contractor within 5 days of submittal. Contractor will revise the Scoping Report Outlines and use them as foundations for the Scoping Reports.
- Contractor shall provide electronic Draft Scoping Reports within 21 days of scoping period closing. Comments, compiled by each Agency shall be submitted to the Contractor within 20 days of submittal. Contractor will revise the Scoping Reports based on Agency comments.
- The Scoping Reports will present a discussion and catalogue of scoping comments specific to NEPA and SEPA. Comments not identified for either process will be discussed together and included in both Scoping Reports.
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- Scoping Report Outlines (draft and final)
- Draft and final Scoping Reports in Word and PDF format

Task 3 Project Refinement

Task 3 contains activities and data collection efforts for identification of existing conditions for the proposed project site. This does not include EIS subject areas that may be defined as part of future alternatives and is limited geographically by the proposed project site and, where appropriate, the area adjacent to the site.

Task 3.1 Evaluation of Data Resources to Describe Existing Conditions

The Contractor shall participate in up to four, four-hour meetings with the Agencies, to review the project description, study area maps, alignment sheets, aerial photographs, and any conceptual engineering design drawings MBTL has prepared for the project. Contractor will identify and discuss any environmental analyses that have already been prepared for this project that may be of use. Contractor will also participate in a site visit with the Agencies to become familiar with the proposed project footprint and site conditions.

Assumptions:

- Communications Protocol Agreement shall be followed for communications with MBTL
- Agencies shall obtain all data and reports from MBTL, unless Contractor is otherwise directed by the Agencies
- All data and reports shall be delivered to the Contractor within the project schedule.
- Agencies shall set up, initiate, and coordinate site visit with MBTL in conjunction with the Contractor and project schedule

Deliverables:

- Agenda and Meeting Summary (draft and final) for up to four, four-hour meetings

Task 3.2 Wetlands and Terrestrial Vegetation: Data Collection and Existing Conditions

The Contractor shall review existing wetland delineation Forms and other wetland reports and material provided by MBTL and the Agencies. Following review of these reports, the Contractor shall prepare separate memoranda for SEPA and NEPA identifying the level of effort necessary to confirm and ground-truth the delineations.

Assumptions:

- Agencies shall obtain all data and reports from MBTL unless Contractor is otherwise directed by the Agencies
- All data and reports shall be delivered to the Contractor within the project schedule
- The documentation review will be used as a foundation for determining the necessary level of effort to verify the previously delineated wetlands.

Deliverables:

- Two existing conditions work plan memoranda for NEPA and SEPA

Task 3.3 Aquatic Habitat and Species: Data Collection and Existing Conditions

The Contractor will collect and review existing MBTL studies, scientific literature, studies, reports, maps and GIS layers that describe and characterize the existing conditions of the Columbia River resources from the proposed project site downstream to the mouth of the Columbia River (i.e., Cape Disappointment on the Washington Side and Tillamook Head on the Oregon side) as well as aquatic habitats and species on and within 300 feet of the proposed project site, per the Cowlitz County Code (CCC 19.15-130).

Background information will be collected to determine the extent of aquatic habitat conservation areas and recommended riparian habitat areas, including, but not limited to all shoreline areas, floodplains, other critical aquatic habitat and conservation areas and related buffers within 300 feet of and including the proposed project site.

Site Visit

The Contractor will conduct a site visit to perform field investigations of site-specific conditions and identify existing conditions along the Columbia River and other aquatic habitats that occur on and within 300 feet of the proposed project site.

The site visit will provide a qualitative assessment of these resources and allow the lead biologist to characterize the existing conditions of the Columbia River and other aquatic habitats adjacent to the proposed project site, such as streams, sloughs, ponds, etc., as well as identify the aquatic species that may benefit from and use these resources. The Contractor will coordinate with the Agencies to arrange a site visit, per the Communications Protocol Agreement.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will provide an overview and annotated bibliography of the research and literature reviewed and cited; results of the site visit and a narrative summary of the existing conditions observed within the Columbia River and other aquatic habitats at and within 300 feet of the proposed project site and photographs of important resources. The Technical Memoranda will include a summary of the aquatic habitats and species that occur within the Columbia River from the proposed project site to the mouth, as well as other aquatic habitats and species that are likely to occur on and within 300 feet of the proposed project site. Discussion of the state and federal status of aquatic species and habitats will also be provided, as appropriate.

Assumptions:

- Background information relating to existing conditions will be obtained from readily available relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature (i.e., libraries, universities, StreamNet, web sites, and scientific journals) and MBTL
- The scope and budget is based on the proposed project site plan available at the following link - http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf
- The Agencies will be responsible for obtaining permission for the Contractor to access the proposed project site and informing the Contractor of any areas where access is not permissible on the proposed project site
- Field Investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless the Agencies obtain permission to access private property for the Contractor
- The Contractor will not be responsible for contacting private property owners and requesting access to private property
- The Technical Memoranda will describe and characterize the existing conditions in the Columbia River downstream from the proposed project site to the mouth of the Columbia River as well as other aquatic habitats and species on and within 300 feet of the proposed project site
- No evaluation of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- The site visit for this task will include the same staff that will complete the Site Visit for subtask 3.5 (Threatened/Endangered Species/ESA Section 7). The work associated with these two tasks will occur during one site visit.
- Comments submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide a final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.4 Near Shore Benthic Biota: Data Collection and Existing Conditions

The Contractor will collect and review existing MBTL studies, scientific literature, studies, reports, maps and GIS layers that describe and characterize the existing conditions of the nearshore benthic biota within the Columbia River from the proposed project site downstream to the mouth of the Columbia River (i.e., Cape Disappointment on the Washington Side and Tillamook Head on the Oregon side) as well as the nearshore benthic biota in other aquatic environments on and within 300 feet of the proposed project site, as appropriate.

Background information will be collected to determine the existing condition of nearshore benthic biota aquatic habitat conservation areas, including, but not limited to all shoreline areas and other nearshore habitats within 300 feet of and including the proposed project site.

Site Visit

The Contractor will conduct a site visit to perform field investigations of site-specific conditions and identify existing conditions of nearshore benthic biota along the Columbia River and other aquatic habitats that occur on and within 300 feet of the proposed project site.

The site visit will provide a qualitative assessment of the nearshore environment and allow the lead biologist to characterize the existing nearshore conditions of the Columbia River and other aquatic habitats adjacent to the proposed project site.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will provide an overview and annotated bibliography of the research and literature reviewed and cited; results of the site visit and a narrative summary of the existing conditions of nearshore benthic biota observed within the Columbia River and other nearshore habitats at and within 300 feet of the proposed project site and photographs of important resources. The Technical Memoranda will be used to support the existing conditions section of the EISs for the proposed project. The Technical Memoranda will include maps to support written narrative descriptions. The Technical Memoranda will not include any analysis of potential impacts to that may be associated with the project.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature (i.e., libraries, universities, StreamNet, web sites, and scientific journals) and MBTL
- The scope and budget is based on the proposed project site plan available at the following link - http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf
- The Agencies will be responsible for obtaining permission for the Contractor to access the proposed project site and informing the Contractor of any areas where access is not permissible on the proposed project site
- Field Investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless the Agencies obtain permission to access private property for the Contractor
- The Contractor will not be responsible for contacting private property owners and requesting access to private property
- The Technical Memoranda will describe and characterize the existing conditions in the Columbia River downstream from the proposed project site to the mouth of the Columbia River as well as other aquatic habitats and species on and within 300 feet of the proposed project site
- No evaluation of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.5 Threatened and Endangered Species/ESA Section 7: Data Collection and Existing Conditions

The Contractor will collect and review existing MBTL studies, scientific literature, federal register notices, species lists from the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS), relevant species recovery plans and other relevant documents and research related to species protected or identified as proposed, candidate or species of concern under the federal Endangered Species Act (ESA). The existing conditions will be defined and described for these species within the proposed study area for this task, which will encompass

areas within one-mile of the proposed project site as well as within the Columbia River from the proposed project site downstream to the mouth (i.e., Cape Disappointment on the Washington Side and Tillamook Head on the Oregon side). These study area limits are the potential extent of the project action area, and thus should be characterized. Any designated or proposed critical habitat that occurs within these areas will also be defined and described.

Background information will be obtained from all existing and relevant MBTL studies, public sources, including, but not limited to local, state and federal resource agencies as well as public repositories of scientific literature (i.e., libraries, universities, StreamNet, web sites, and scientific journals), and MBTL.

Site Visit

The Contractor will conduct a site visit to perform field investigations of site-specific conditions and identify existing conditions within one mile of the proposed project site that may be important for federally protected species, as well as proposed and candidate species and species of concern. Habitats that occur within one mile of the proposed project site will be described and characterized in terms of suitability for these species.

The site visit will provide a qualitative assessment and characterization of the potential suitability of habitat and potential occurrence of federally protected species, proposed and candidate species and species of concern within the identified study area for this task.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will provide an overview and annotated bibliography of the research and literature reviewed, results of the site visit and will describe and characterize the species that are protected as either threatened or endangered under the ESA, or are listed as proposed or candidate species, or species of concern as well as describe and characterize the existing habitat conditions for these species within the Columbia River and other potentially suitable terrestrial and aquatic habitats at and within one mile of the proposed project site.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature, and MBTL
- The Agencies will be responsible for obtaining permission for the Contractor to access the proposed project site and informing the Contractor of any areas where access is not permissible on the proposed project site
- Field Investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless the Agencies obtain permission to access private property for the Contractor
- The Contractor will not be responsible for contacting private property owners and requesting access to private property
- The Technical Memoranda will describe and characterize the existing conditions in the Columbia River downstream from the proposed project site to the mouth of the Columbia River as well as other terrestrial aquatic habitats and species on and within one mile of the proposed project site
- No analysis of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- The site visit for this task will include the same staff that will complete the Site Visit for subtask 3.3 (Columbia River Resources, Aquatic Habitat and Species). The work associated with these two tasks will occur during one site visit
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal

- Contractor shall provide final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.6 Terrestrial Wildlife: Data Collection and Existing Conditions

The study area for terrestrial wildlife includes the proposed project site and areas within approximately one mile of the project site boundary where Project-derived light and sound effects may alter the behavior of sensitive receptors such as nesting birds.

Work related to study area delineation will include review of current and historic maps and aerial photographs and preparation of a map showing the boundary of the proposed project site and peripheral study areas.

Site Characterization

Recent aerial photographs, verified by field staff with GPS units, will be used to demarcate GIS polygons representing the various cover types present on the site. Those cover types are presented in Table 1.

Table 1. Cover types in the study area.

| Cover Type | Remarks |
|--------------------|--|
| Fully developed | Existing industrial areas. |
| Ruderal vegetation | Primarily young, sparse, non-native vegetation in areas formerly used for industrial purposes. |
| Agriculture | Tilled fields, or areas tilled within the previous 5 years. If present, subtypes will be demarcated on the basis of proximity to the Columbia River and presence/absence of wetlands. |
| Managed grassland | Pasture, or areas formerly tilled and still dominated by herbaceous vegetation. If present, subtypes will be demarcated on the basis of proximity to the Columbia River and presence/absence of wetlands. |
| Shrubland | Areas with tree cover less than 33% and dominant cover by woody plants. If present, subtypes will be demarcated on the basis of woody species composition, proximity to the Columbia River, and presence/absence of wetlands. |
| Hardwood forest | Areas of riparian and floodplain forest. If present, subtypes will be demarcated on the basis of tree species composition, tree size (larger or smaller than 12 inches mean diameter at breast height), proximity to the Columbia River, and presence/absence of wetlands. |
| Open water | Areas of perennial open water more than 6.6 feet deep. If present, subtypes will be demarcated on the basis of water type (stream, river, or lake). |

A similar characterization shall be applied for cover types in the peripheral study area, but will be based only upon aerial photograph reviews.

Research on the study area shall include:

- Query the Washington Department of Fish and Wildlife (WDFW) Priority Habitats and Species (PHS) database for sensitive habitats and species in or near the study area
- Review Cowlitz County documents and critical areas ordinance to determine potential presence of wildlife resources in study area and applicable local regulations that may identify information to be collected during field surveys
- Interview the WDFW area habitat biologist to determine potential presence of undocumented sensitive species. Perform up to four interviews with other knowledgeable local experts that may be referred by the habitat biologist or by other information sources.
- Perform a generalized online search for information on wildlife and other terrestrial natural resources relevant to the study area
- Prepare an annotated bibliography summarizing findings of the research effort

Field visits to the site study area will be performed to inventory wildlife species and collect field data on habitat conditions. Data will be recorded using field notes, photographs, and sound and video recordings as appropriate. Surveyors will be trained wildlife biologists and will visit the site at times (primarily dawn and dusk) when wildlife are most active. Surveys will take two days and will be performed once in each month from October to December.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will summarize results of the baseline data collection for terrestrial wildlife. The memoranda will include tables summarizing the cover types and acreages of each, and lists of species observed or reported in the literature.

The memoranda will provide the following types of information required for compliance with environmental standards of Cowlitz County, the State of Washington, or the federal government:

- Demarcation of riparian habitat areas
- Identification of any priority terrestrial wildlife species that have a primary association with habitat on or adjacent to the project area
- A discussion of any federal, state, or local special management recommendations that have been developed for terrestrial wildlife species or habitats located on or adjacent to the project area

Assumptions:

- It is assumed that there are no off-site study areas, such as candidate sites for mitigation
- Background information relating to existing conditions will be obtained from MBTL, as well as all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature
- The proposed project site is delineated in the site map shown here: http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf
- The Agencies will be responsible for obtaining permission for the Contractor to access the proposed project site and informing the Contractor of any areas where access is not permissible on the proposed project site
- Field Investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless the Agencies obtain permission to access private property for the Contractor
- The Contractor will not be responsible for contacting private property owners and requesting access to private property
- The Technical Memoranda will describe and characterize the existing conditions. No analysis of potential impacts that may result from the proposed project will be included in the Technical Memoranda.
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal

- Contractor shall provide final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.7 Hydrology: Data Collection and Existing Conditions

The Contractor shall identify and collect readily available documents that review, describe and discuss surface hydrology, sub-surface hydrology, or stormwater collection, treatment and discharge. Readily available documents may include studies, designs, as-built drawings, or facility maintenance manuals sited on the proposed project site property. This effort does not assume an exhaustive search for information, but will rely upon information provided by or available from MBTL, the Corps, County, Ecology, BNSF Railway, Cowlitz County and other public repositories for such information such as public and university libraries.

Write a summary for each collected document describing page numbers and content relevant to hydrologic topics that can inform the existing conditions description for this resource topic. Prepare a data gap memorandum to describe materials and data that are required or would improve the description of the existing conditions at the proposed project location. Critical data gaps, if any, will be highlighted along with an assessment of risk relevant to the adequacy of the existing conditions description.

Site Visit

Concurrent with review of existing materials, the Contractor shall visit the proposed project site to field-verify mapping data, any existing stormwater treatment facilities, location and design of existing stormwater outfalls, and visual inspection of existing hydrologic points of interest (e.g. swales, streams, seeps, etc.).

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will describe the existing conditions of surface and subsurface hydrology and stormwater resources located within the proposed project site.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature, and MBTL
- The scope and budget is based on the proposed project site plan available at the following link - http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf
- The Agencies will be responsible for obtaining permission for the Contractor to access the proposed project site and informing the Contractor of any areas where access is not permissible on the proposed project site
- Field Investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless the Agencies obtain permission to access private property for the Contractor
- The Contractor will not be responsible for contacting private property owners and requesting access to private property
- The Technical Memoranda will describe and characterize the existing conditions of the proposed project site

- No evaluation of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.8 Water Quality: Data Collection and Existing Conditions

Background information will be obtained from MBTL as well as relevant public sources related to surface water and groundwater, including, but not limited to local, state and federal resource agencies as well as public repositories of scientific literature.

Surface Water

The Contractor shall obtain and review relevant reports and maps to describe:

- Surface waters and drainage areas within and from the proposed project site
- Washington State classification of surface waters within the proposed project site
- Degraded waters and TMDLS identified under the Clean Water Act for the subwatershed, and watershed, as appropriate
- Review of Watershed Management Plan and any relevant objectives or guidelines within the plan
- Current NPDES and water withdrawal permits issued within the subwatershed, and the watershed (as appropriate)
- Surface water supply withdrawal points and volumes

Groundwater

The Contractor shall review relevant maps, reports and website content from the US Geological Survey, State agencies, and other research to describe the following:

- Aquifers underlying the site, including recharge and discharge zones, groundwater flow direction, depth to groundwater, and hydraulic characteristics, and uses – including figures showing stratigraphy
- Water supply wells in the watershed, including the source aquifer and Zone 2's
- Sole source aquifers
- Aquifer protection zones
- Summarize water quality data from the site RI/FS

Marine Environment

The Contractor shall review relevant maps, reports and website content from the US Geological Survey, State agencies, and researchers to describe the following:

- Describe physical aspects of marine environment including flow direction, water depth and channel width
- Identify and summarize any available water quality data

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will provide an overview and annotated bibliography of the research and literature reviewed and will describe the current site conditions related to water quality, groundwater and the marine environment.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature, and MBTL
- The Technical Memoranda will describe and characterize the existing on the proposed project site
- No analysis of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.9 Geology and Soils: Data Collection and Existing Conditions

The Contractor shall collect, compile and review background information related to site geology, soils, general geomorphology, earthquake types and history, earthquake hazard, volcanic hazard, tsunami hazard, liquefaction hazard, lateral spreading hazard, depth to bedrock and underlying sediments and alluvial stratigraphy. The Contractor shall also evaluate potential risk to the site from the adjacent Mount Solo upland (e.g., landslides).

The Contractor shall conduct a site visit to perform field investigations of site-specific conditions and identify existing geologic conditions in and within three hundred (300) feet of the proposed project site. The site visit will provide a qualitative assessment of the geology and potential geologic hazards and allow the lead geologist/geomorphologist to characterize the existing geologic conditions and potential geologic hazards.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will describe background information and geologic conditions noted during the site visit will and characterize the existing site geology and soils and associated geologic related hazards. The information shall be at a level of detail appropriate to support a NEPA and SEPA document and will present information in such a manner so as to be understandable by non-technical specialists.

Assumptions:

- A full geotechnical report addressing all on-shore, shoreline and offshore conditions associated with the proposed project site, at least in draft form, will be available
- All historical permits, permit applications and associated technical reports for the proposed project site will be made available including dredging history (frequency, amounts dredged, dredged material grain size)
- Analysis will be based on relevant publicly available published information and relevant publicly available gray-literature. MBTL material will also be included in the review
- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature
- Technical Memoranda will describe and characterize the existing on the proposed Millennium site
- No analysis of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal

- Contractor shall provide a final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.10 Hazardous Materials: Data Collection and Existing Conditions

The Contractor shall review the status of current hazardous waste cleanup efforts on portions of the proposed project site through reports or documents related to any remedial investigation and feasibility study, any subsequent cleanup information and interviews with Ecology staff as needed to provide the following:

- Planned and completed remedial actions
- Map of current extent of contaminated media
- Map of ongoing and completed remedial actions addressing contaminated media
- Risks to human health and ecological receptors associated with contaminated media currently on site

The Contractor shall identify sites within 0.5 miles of the site that are listed by the Environmental Protection Agency or Ecology as contaminated and review the status of any site assessments and cleanups for identified sites that they could affect environmental media within the proposed project site.

The Contractor shall identify the closest disposal facilities that could accept solid waste and construction waste and the capacity of these facilities to accept additional wastes.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will describe existing conditions for hazardous materials.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature, as well as MBTL studies and reports
- The Technical Memoranda will describe and characterize the existing conditions on the proposed project site
- No analysis of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide final Technical Memoranda within 15 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.11 Socioeconomic/Environmental Justice: Data Collection and Existing Conditions

The Contractor shall review available information, including any previously completed economic studies and sources of demographic information, to ensure the EIS analyses include the most complete and up-to-date information. The key issues related to socioeconomics include potential

effects on employment and income, local and regional purchases, housing, public finances, public services and infrastructure, commercial fishing, and tourism. Contractor shall work with the Agencies and local organizations to the extent deemed appropriate to identify potentially affected stakeholders.

Population characteristics including the demographics of relevant groups (including all significant stakeholders and sensitive populations and groups); major economic activities; future prospects; the labor markets and available work force; unemployment and underemployment; population and expected changes; availability of housing, infrastructure and services; size and age structure of households; and seasonal migration patterns. Sources of information shall include, but not be limited to, city of Longview, the County, the state of Washington Department Office of Financial Management, and other appropriate government sources.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will describe the existing data for socioeconomic and environmental justice existing conditions.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature, as well as MBTL studies and materials
- The scope and budget is based on the proposed project site plan available at the following link - http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf.
- The Technical Memoranda will describe and characterize the existing conditions of the proposed project site
- No evaluation of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide final Technical Memoranda within 5 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.12 Land Use, Plans & Policies (including Parks and Recreation): Data Collection and Existing Conditions

The Contractor shall identify and compile documents related to existing conditions associated with land use. The Contractor shall review documents related to existing conditions and compile a list of sources, areas requiring refinement, and new data needs.

Data collection will include:

Land Uses

- Description of site, location, and jurisdiction (county and cities)
- Current site conditions
- Existing on-site and adjoining land uses
- Previous land uses and pending actions
- History of land uses on site and adjacent areas
- Zoning comprehensive plan designations on site and surrounding areas
- Parks and recreation, public interest, and special use areas (i.e., boating and fishing)

- Existing location and number of residential and commercial buildings
- Nearby agricultural uses
- Specific port-owned and leased land uses, zoning, and comprehensive plan designations

Policies and Pending Actions

- County existing and proposed regulations (shoreline, zoning and development)
- Proposed new developments of existing permit materials

Other Public Interest Areas

- Government occupied structures and offices, such as fire and police facilities
- Current site conditions
- Federal or state designated wild and scenic rivers
- Local, state, or federal designated trails
- Nature preserves
- Game management areas
- Parks and golf courses
- Federal wilderness areas

Documentation

- Tables indicating land acreage, acreage impacted by construction (as information becomes available), and acreage of current land uses
- Zoning map
- Comprehensive plan map
- Shoreline and critical areas map
- Photographs and aerial photographs

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will identify existing land use conditions on and near the proposed project site.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature, as well as MBTL studies and materials
- The scope and budget is based on the proposed project site plan available at the following link - http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf
- The Technical Memoranda will describe and characterize the existing conditions of the proposed project site
- No evaluation of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide a final Resource Evaluation Report within 5 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.13 Aesthetics, Light and Glare: Data Collection and Existing Conditions

Contractor shall identify and detail the existing landscape and visual character of the proposed project site, including landforms, land cover, cultural patterns, scenic views, and other features.

The existing landscape qualities within the affected area viewshed will serve as the baseline to assess priority, high sensitivity views and ultimately to determine whether the proposed project is visually compatible or may result in visual impacts. Priority visual qualities and sensitive views will be confirmed and it is assumed that additional features may be identified and added to the baseline assessment.

The Contractor shall research and obtain relevant existing conditions documents, aerial photographs, Geographic Information System (GIS) data, historical photographs, cultural information, and related materials.

Photographic Inventory

The Contractor shall:

- Conduct field work and prepare a photographic inventory of the affected area.
- Capture additional images detailing both close-in and distant views of the affected area from adjacent developed areas, recreation areas, viewpoints, and roadways.
- Compile a photographic inventory and prepare a map of image locations.

Site Review

The Contractor shall:

- Conduct field work and characterize existing visual qualities of affected area and surroundings at various times during the day, including views, shadows, night light, and glare sources.
- Identify priority sensitive views and document visual qualities of subject views.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will provide a narrative description of the existing visual conditions, the visual qualities within the affected area, and a characterization of view sensitivity. The Technical Memoranda shall be supported by a photographic inventory of existing conditions and map analysis to determine and confirm viewsheds, vistas, and other priority views. The Technical Memoranda shall consider analytical methodologies used by federal agencies, including the U.S. Department of Agriculture and Department of Transportation, to define and assess impacts to visual resources resulting from development projects and land use policies.

Assumptions:

- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature, as well as MBTL studies and material
- The scope and budget is based on the proposed project site plan available at the following link - http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf
- The Agencies will be responsible for obtaining permission for the Contractor to access the proposed project site and informing the Contractor of any areas where access is not permissible on the proposed project site
- Field Investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless the Agencies obtain permission to access private property for the Contractor
- The existing conditions analysis for visual impacts will address the site, immediately adjacent areas, and priority sensitive views
- The Contractor will not be responsible for contacting private property owners and requesting access to private property
- The Technical Memoranda will describe and characterize the existing conditions of the proposed project site

- No evaluation of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide final Technical Memoranda within five business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

Task 3.14 Cultural Resources (including Fishing Rights/Treaties): Data Collection and Existing Conditions

Contractor shall collect and review existing data to determine the existence of historic and cultural resources in the study area (the study area will include the proposed project site and those properties within three hundred (300) feet of the proposed project site that may be affected by project related ground disturbance), identify data gaps, and coordinate with the Agencies about consultation with state and local agencies, affected tribes, and other interested parties under SEPA, NEPA and Section 106 of the National Historic Preservation Act. To accomplish these tasks, the Contractor shall perform: a literature review, a cultural resource records search, develop prehistoric, historic and landscape context statements, perform treaty rights research, and participate in preliminary consultation coordination with the Corps. The following discusses each of these tasks in greater detail.

Literature Review/Cultural Resources Records Search

The Contractor shall conduct background research on the history and development of the study area and obtain and review copies of previously completed cultural resources studies that may have occurred in the project vicinity. This information will support preparation of the cultural resources affected environment section of the EISs and help define what additional cultural resources investigations may be needed. The Contractor shall also use this information for the later preparation of any cultural resources technical reports that may be required for the project.

Develop Prehistoric, Historic and Landscape Context Statements

As part of this effort, the Contractor shall perform a review of public records and pertinent literature on the archaeology, ethnography, and history of the study area to provide information on previously documented cultural resources. The Contractor shall also perform research on the development history of the study area to establish prehistoric and historic contexts to aid in the identification and evaluation of resources that might be encountered during cultural resources investigations. Finally, the Contractor shall review previously completed geotechnical, geo-archaeological, and geological research to develop a landscape context to aid in the future development of archaeological investigation methods that will appropriately assess whether the project vicinity contains previously undocumented archaeological resources. Development of the prehistoric, historic, and landscape context statements will aid in the identification of previously undocumented cultural resources and facilitate resource evaluation.

Tribal Treaty Fishing Rights

The affected physical environment along the Columbia River will be identified through consultation with the Agencies as appropriate. The Technical Memoranda shall identify affected Indian tribes and communities, and include existing information documenting the history of Northwest Indian treaties, the current location and status of Indian tribes, traditional and existing Indian fisheries, and all species taken for commercial, traditional subsistence, and ceremonial use. The known state of the Indian fishery resources, existing Court Decisions that limit treaty fishing shall also be

described. The Contractor shall provide a summary of the changing technology for fish harvest by the tribes, from the 19th century to the present. The Contractor shall describe tribal efforts and organizations to preserve, protect, and sustain Indian treaty fishing in the Columbia River. The technical memoranda shall summarize the cultural significance of the Indian fish harvest from treaty fishing, as stated by the tribes themselves.

The Contractor shall prepare separate Technical Memoranda for SEPA and NEPA that will describe the existence of historic and cultural resources in the study area.

Assumptions:

- No archaeological fieldwork or historic resource surveys will be conducted as part of carrying out this scope of work
- MBTL will provide the Contractor with any available historical, cultural, or geotechnical data and studies previously collected or prepared about the project vicinity
- Background information relating to existing conditions will be obtained from all relevant public sources, including, but not limited to local, state and federal resource agencies and public repositories of scientific literature
- The scope and budget is based on the proposed project site plan available at the following link - http://millenniumbulk.com/wp-content/uploads/2012/04/Site_rendering_exp_082812.pdf
- The Agencies will be responsible for obtaining permission for the Contractor to access the proposed project site and informing the Contractor of any areas where access is not permissible on the proposed project site
- Field Investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless the Agencies obtain permission to access private property for the Contractor
- The Contractor will not be responsible for contacting private property owners and requesting access to private property
- The Technical Memoranda will describe and characterize the existing conditions of the proposed project site
- No evaluation of potential impacts that may result from the proposed project will be included in the Technical Memoranda
- Comments shall be submitted by the Agencies to the Contractor within 30 days of submittal
- Contractor shall provide final Technical Memoranda within 5 business days of comments from the Agencies
- Delay in review and revision cycle may require revision to the overall project schedule

Deliverables:

- SEPA Electronic draft and final Technical Memorandum in Word and PDF format
- NEPA Electronic draft and final Technical Memorandum in Word and PDF format

COMPENSATION

1. **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of ____ for the completed work set forth in Attachment A based on the Phase 1 budget attached hereto. Payments for completed tasks shall be made no more frequently than bi-monthly; quarterly; semi-annually; annually; at completion of project; other (specify) Monthly.

OR

b. HOURLY RATES: For services rendered, the County shall compensate the Contractor at the hourly rates set forth in Attachment B-1 hereto.

Payments for completed tasks shall be made no more frequently than monthly; quarterly; semi-annually; annually; at completion of project; other (specify) .

Each request for payment shall be supported by an invoice specifying: the name and position of the Contractor's employee; number of hours worked; completed tasks for which compensation is sought and; payment amount requested. The County shall pay all proper invoices within thirty (30) days of receipt. Should the County wish to dispute an invoice, it must do so in writing within thirty (30) days of receipt. Otherwise, invoices shall be deemed accurate and payable according to the terms thereof.

In no event shall Contractor be compensated in excess of Two Million Ninety-Eight Thousand Forty-Seven Dollars (\$2,098,047.00) included as Attachments B-1, B-2, and B-3 (Attachment B-1 and B-2 to Contract No. BOCC 2013-2 as amended by the First Amended Scope of Work included) and as included in Attachment B-3 hereto.

2. AND

a. The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

OR

b. The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

c. Other (specify) The County, in addition to the compensation herein set forth shall provide to the Contractor the following:

FEE SCHEDULE*

Effective January 1, 2013

| Labor Classification | Per Hour |
|---|-----------------------|
| Senior Project Director | \$280 |
| Project Director | \$250 |
| Technical Director | \$225 |
| Senior Technical Analyst | \$220 |
| Managing Consultant | \$205 |
| Senior Consultant III | \$185 |
| Senior Consultant II | \$160 |
| Senior Consultant I | \$150 |
| Associate Consultant III | \$135 |
| Associate Consultant II | \$125 |
| Associate Consultant I | \$110 |
| Assistant Consultant | \$95 |
| Administrative Technician | \$70 |
| Technician | \$65 |
| Intern | \$60 |
| Other Direct Expenses | |
| Copy Center Services: | |
| - Color printing (8.5" x 11"—11" x 17") | \$0.16 to \$0.32/page |
| - Black & White printing (8.5" x 11"—11" x 17") | \$0.08 to \$0.16/page |
| Automobile mileage at current IRS rate | \$0.555/mile |
| Laptop computer (field projects only) | \$10.00/day |
| A general and administrative charge of 10% will be applied to all other direct costs, inclusive of subcontractor charges. | |
| Per diem is charged at \$175.00/day. A lodging surcharge will apply in high rate areas. | |
| Prompt Payment Discount | |
| A prompt payment discount of 1% may be taken if payment is made within 10 business days of receipt of invoice. | |
| Billing rates are subject to revision effective January 1 of each year | |

*ICF Jones & Stokes, Inc.

ANNE VICTORIA GOODCHILD

January 10, 2013

Greg Summers, Senior Vice President
ICF International
317 Southwest Alder Street #800
Portland, OR 97204

RE: Millennium Bulk Terminal NEPA/SEPA EIS
Rate for 2013

Dear Mr. Summers,

For work on this project I will charge my time at \$150/hour.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Goodchild', written in a cursive style.

Anne Goodchild

STANDARD TIME AND EXPENSE CHARGES

Subject to BergerABAM's Standard Terms and Conditions

| Personnel Categories | Hourly Billing Rates ⁽¹⁾ |
|---|--|
| Project Managers/Senior Specialists (Grades VII through IX) | \$160 - \$375 |
| Project Engineers (Grades V and VI) | \$120 - \$180 |
| Senior Engineers (Grade IV) | \$105 - \$130 |
| Design Engineers (Grades I through III) | \$80 - \$120 |
| Licensed Surveyors | \$135 - \$180 |
| Survey Technicians | \$95 - \$135 |
| Scientists, Planners, and Environmental Specialists | \$75 - \$205 |
| Public Involvement Specialists | \$80 - \$120 |
| Drafters, Designers, and BIM Specialists/Graphics..... | \$75 - \$165 |
| Technicians and Construction Specialists | \$70 - \$180 |
| Project Administration and Technical Support | \$50 - \$165 |

| Underwater Inspection | Daily Billing Rates |
|--|---------------------------------------|
| Crew, Three Persons (including dive equipment except as noted below) | \$5,100 ⁽²⁾ ⁽³⁾ |
| Crew, Four Persons (including dive equipment except as noted below) | \$6,000 ⁽²⁾ ⁽⁴⁾ |
| Shallow Water Dive System (applicable when daily crew rates are not used) .. | \$250 |
| Dive Control Trailer (including dive equipment except as noted below) | \$250 |
| Underwater Digital Still Camera | \$150 |
| Underwater Ultrasonic Thickness Gauge | \$150 |
| Underwater Video Camera | \$175 |

| Work Boats | Daily Billing Rates |
|------------------------------------|----------------------------|
| 21-Foot Dive Boat and Motor | \$275 |
| 16-Foot Work Boat and Motor | \$190 |
| 12-Foot Work Skiff and Motor | \$150 |
| Canoe | \$90 |

| Surveying | Hourly Billing Rates |
|--|-----------------------------|
| Crew, One Person (GPS ⁽⁵⁾ or robotic) | \$120 - \$200 |
| Crew, Two Persons (GPS or traditional) | \$150 - \$225 |

| Project-related Expenses | Amount |
|-------------------------------------|---------------|
| Reimbursable Expenses | Cost Plus 10% |
| Subconsultants/Subcontractors | Cost Plus 10% |

- (1) Billing rates are adjusted annually effective 1 July based on individual salary increases.
- (2) Mobilization/demobilization and report preparation are considered separately and are performed at our standard rates.
- (3) Surface-supplied air (SSA).
- (4) Based on OSHA requirements for SCUBA or for diving (SSA and SCUBA) under EM 385-1-1.
- (5) Global Positioning System (GPS).



December 21, 2012

Re: Billing Rates for Millennium Bulk Terminal NEPA/SEPA Environmental Impact Statement Development Project

To Whom It May Concern:

Following are our rates for the Millennium Bulk Terminal NEPA/SEPA EIS Development Project. Intended escalation is 3%. This would take effect Jan 1 of any given year.

| Title | Rate |
|--------------------------|-------|
| Principal Scientist | \$185 |
| Senior Biologist | \$160 |
| Staff Biologist | \$90 |
| Administrative Assistant | \$65 |
| Accounting Specialist | \$75 |

Respectfully yours,

A handwritten signature in black ink that reads "Chris Cziesla".

CHRIS CZIESLA

Principal Marine/Fisheries Biologist, Owner

206.321.6537

chris.cziesla@confenv.com

N:\Proposals\Millennium\Confluence Rate Letter.docx



Fee Schedule

Effective January 1, 2013 through December 31, 2013

| <i>ENGINEERS and PLANNERS</i> | | | | <i>TECHNICIANS and SUPPORT STAFF</i> | |
|-------------------------------|-------------|----------|-------------|--------------------------------------|-------------|
| Grade | Hourly Rate | Grade | Hourly Rate | Tech Level | Hourly Rate |
| Grade 1 | \$55.00 | Grade 16 | \$130.00 | Tech Level A | \$35.00 |
| Grade 2 | 60.00 | Grade 17 | 135.00 | Tech Level B | 40.00 |
| Grade 3 | 65.00 | Grade 18 | 140.00 | Tech Level C | 45.00 |
| Grade 4 | 70.00 | Grade 19 | 145.00 | Tech Level D | 50.00 |
| Grade 5 | 75.00 | Grade 20 | 150.00 | Tech Level E | 55.00 |
| Grade 6 | 80.00 | Grade 21 | 155.00 | Tech Level F | 60.00 |
| Grade 7 | 85.00 | Grade 22 | 160.00 | Tech Level G | 65.00 |
| Grade 8 | 90.00 | Grade 23 | 165.00 | Tech Level H | 70.00 |
| Grade 9 | 95.00 | Grade 24 | 170.00 | Tech Level I | 75.00 |
| Grade 10 | 100.00 | Grade 25 | 175.00 | Tech Level J | 80.00 |
| Grade 11 | 105.00 | Grade 26 | 180.00 | Tech Level K | 85.00 |
| Grade 12 | 110.00 | Grade 27 | 185.00 | Tech Level L | 90.00 |
| Grade 13 | 115.00 | Grade 28 | 190.00 | Tech Level M | 95.00 |
| Grade 14 | 120.00 | Grade 29 | 195.00 | Tech Level N | 100.00 |
| Grade 15 | 125.00 | Grade 30 | 200.00 | Tech Level O | 105.00 |
| | | | | Tech Level P | 110.00 |
| | | | | Tech Level Q | 115.00 |

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.
- Reimbursable costs are billed as follows:
 - 8-1/2 x 11 B/W, at cost, up to \$0.10 per page
 - 11 x 17 B/W bond, at cost, up to \$0.50 per page
 - 24 x 36 B/W bond, at cost, up to \$1.00 per page
 - 11 x 17 B/W mylar, at cost, up to \$ 3.50 per page
 - 24 x 36 B/W mylar, at cost, up to \$ 7.00 per page
 - 8-1/2 x 11 color, at cost, up to \$ 0.90 per page
 - 11 x 17 color, at cost, up to \$ 1.75 per page



Jamie Heller

Hellerworx, Inc. • 4803 Falstone Avenue, Chevy Chase, MD 20815 • www.hellerworx.com
Tel: (301) 654-1980 • Mobile: (202) 425-3524 • Fax: (301) 718-1878 • jamie@hellerworx.com

Jake McMurtry
Capture Manager
ICF INTERNATIONAL
620 Folsom Street, Suite 200
San Francisco, CA – 94107

Dear Jake:

Hellerworx would be pleased to team with ICF International as a subcontractor with regard to an environmental assessment of the proposed Millennium Bulk Terminal.

Our hourly billing rates are as shown below:

| | |
|----------------|-------|
| James Heller | \$375 |
| Charles Mann | \$225 |
| John Schmitter | \$225 |
| Mike McInerney | \$225 |

Please let me know if you need more information.

Sincerely,

A handwritten signature in black ink that reads "James N Heller". The signature is written in a cursive style and is positioned above a light gray rectangular background.

James N Heller
President



KPFF CONSULTING ENGINEERS
Special Projects Division

FEE SCHEDULE
for
PROFESSIONAL ENGINEERING SERVICES

*Rates are effective January 1, 2012
and are subject to change March 1, 2013.*

Personnel Charges

| | |
|------------------------------|------------|
| Principal | \$180/hour |
| Senior Project Manager | \$170/hour |
| Project Manager | \$155/hour |
| Senior Technical Specialist | \$165/hour |
| Senior Engineer | \$140/hour |
| IT Specialist | \$115/hour |
| Professional Engineer | \$120/hour |
| Design Engineer | \$105/hour |
| Designer | \$95/hour |
| Sr. Construction Manager | \$160/hour |
| Construction Manager | \$135/hour |
| CAD Technician | \$95/hour |
| Project Management Assistant | \$85/hour |
| Administration | \$60/hour |

Note: Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in effect at the time the service is provided.

Reimbursable Expenses

Non-salary costs such as charges for express mail, delivery, photography, reproduction, automobile mileage, parking and client-directed out-of-town travel shall be reimbursed at cost without mark-up.

Subconsultants

The billings of subconsultants will be marked up 8%.

MARTIN ASSOCIATES
ECONOMIC & TRANSPORTATION CONSULTANTS

941 Wheatland Ave. • Suite 203 • Lancaster, PA 17603
Lancaster, PA: (717) 295-2428 • FAX: (717) 295-7089
Avon, CO: (970) 748-1095 • FAX (970) 748-1097
www.martinassoc.net

December 28, 2012

Regarding the Proposed Millennium Port Project, the Martin Associates rate schedule for 2013 is as follows:

Martin \$275/hour
Project Manager \$225/hour
Senior Economist \$175/hour
Economist \$150/hour
Researcher \$125/hour
Support \$90/hour

These rates are fully burdened rates and will remain in effect throughout 2013. A 3% escalation rate will be applied for 2014.



John C. Martin, PhD
Manager, John C. Martin Associates, LLC

January 4, 2012

Mr. Jake McMurtry
 Capture Manager
 ICF International

Ref: Billing Rates for MITAGS-PMI

Dear Mr. McMurtry:

The Maritime Institute of Technology and Graduates Studies (MITAGS), and its subsidiary the Pacific Maritime Institute (PMI), hereafter noted as MITAGS-PMI, have the following billing rates will be provided to ICF for the Millennium Terminal Project. These rates are effective until December 31, 2013.

| | |
|--|---------------------|
| Project Management and Oversight..... | \$100 / hour. |
| Shiphandling Expert..... | \$200 / hour. |
| Visual Database Programmer | \$200 / hour. |
| Hydrodynamic Ship Model Programmer..... | \$200 / hour. |
| Simulator Operator..... | \$150 / hour |
| Rental of Full Mission Shiphandling Simulator for VTS Assessment | \$700 / hour |
| Report Writing and General Admin..... | \$75 hour |
| Transportation, Room, Board | Applicable GSA Rate |
| General Administrative Overhead | 10% |

Respectfully,

Glen Paine
 Executive Director
 MITAGS-PMI

1. Hourly – Blended or P-Rates (GH-2013) - Seattle

Fees For Professional Services

Fees for Shannon & Wilson's services are based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the following rates. These rates are for the 2013 calendar year. At the end of each calendar year, our rates will be adjusted for the next calendar year.

| <u>OFFICERS/ASSOCIATES</u> | | <u>ENG./GEOL./HYDRO./ENVIRON.</u> | | <u>FIELD & LAB TECH./DRAFTER/TECH. ASST. Overtime</u> | |
|----------------------------|--------|---|--------|---|--------------|
| V-P/Sr. V-P/Pres. | 230.00 | Senior Principal Professional | 135.00 | Sr. Technical Services (Sr. IV) | 95.00 120.00 |
| Sr. Associate | 170.00 | Principal Professional | 120.00 | Technician Services (III, II, I) | 60.00 75.00 |
| Associate | 160.00 | Senior Professional | 110.00 | | |
| | | Professional III | 100.00 | | |
| | | Professional IV | 90.00 | | |
| | | Professional II | 75.00 | | |
| | | Professional I | 65.00 | | |
| | | | | | |
| <u>SPECIAL SERVICES</u> | | <u>WORD PROC./REPRO./RECORDS/CLERICAL</u> | | | |
| Computer Analyst | 130.00 | Sr. Office Services (Sr., V, IV) | 88.00 | 110.00 | |
| Info. Resources Spec. | 110.00 | Office Services (III, II, I) | 55.00 | 70.00 | |

Expert Testimony. Hourly rates will be doubled for time spent actually providing Expert Testimony.

Reimbursable Expenses

Expenses other than salary costs that are directly attributable to our professional services will be invoiced at our cost plus 15 percent. Examples include, but are not limited to, expenses for out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, long distance telephone charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out-of-town delivery service, express mail, photographs, film, laboratory equipment fees, shipping charges and supplies. A unit price of \$7.00 per hour will be charged for computer time to prepare spreadsheets, \$25.00 per hour for AutoCAD and modeling software use, and \$35.00 per hour for GIS computer work.

2. Hourly – Standard Multiplier (SM-2013)

Fees For Professional Services

Fees for Shannon & Wilson's services are based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the employees direct salary rate times 3.3.

The hourly rates for the services of our staff will be doubled for time spent actually providing expert testimony.

Reimbursable Expenses

Expenses other than salary costs that are directly attributable to our professional services will be invoiced at our cost plus 15 percent. Examples include, but are not limited to, expenses for out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, long distance telephone charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out-of-town delivery service, express mail, photographs, film, laboratory equipment fees, shipping charges and supplies. A unit price of \$7.00 per hour will be charged for computer time to prepare spreadsheets, \$25.00 per hour for AutoCAD and modeling software use, and \$35.00 per hour for GIS computer work.

3. Hourly – Labor, Overhead and Profit (Cost Plus) (CP-2013)

Fees For Professional Services

Fees for Shannon & Wilson's services are based on the actual time expended on the project, including travel, by our personnel. Shannon & Wilson's fee will be computed by multiplying the actual number of hours worked by each employee times the employees direct salary rate plus 200% of the direct salary for overhead plus 10% of the direct salary and overhead for profit.

The hourly rates for the services of our staff will be doubled for time spent actually providing expert testimony.

Reimbursable Expenses

Expenses other than salary costs that are directly attributable to our professional services will be invoiced at our cost plus 15 percent. Examples include, but are not limited to, expenses for out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, long distance telephone charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out-of-town delivery service, express mail, photographs, film, laboratory equipment fees, shipping charges and supplies. A unit price of \$7.00 per hour will be charged for computer time to prepare spreadsheets, \$25.00 per hour for AutoCAD and modeling software use, and \$35.00 per hour for GIS computer work.

4. Lump Sum (LS-2013)

Lump Sum Amount

Shannon & Wilson's total fee for performing all of the services described in the Scope of Work shall be the lump sum amount of \$_____. Shannon & Wilson shall be entitled to monthly progress payments in proportion to the percentage of the completed Work bears to all of the services described the Scope of Work.

Fees For Additional Services

Fees for Shannon & Wilson's services attributable to any additional services provided by Shannon & Wilson which are not specifically included in our Scope of Work will be based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the employee's direct salary rate times 3.3.

The hourly rates for the services of our staff will be doubled for time spent actually providing expert testimony.

Additional Reimbursable Expenses

Expenses other than salary costs that are directly attributable to any additional services provided by Shannon & Wilson which are not specifically included in our scope of work will be invoiced at our cost plus 15 percent. Examples include, but are not limited to, expenses for out-of-town travel and living, information processing equipment, instrumentation and field equipment rental, special fees and permits, premiums for additional or special insurance where required, long distance telephone charges, local mileage and parking, use of rental vehicles, taxi, reproduction, local and out-of-town delivery service, express mail, photographs, film, laboratory equipment fees, shipping charges and supplies. A unit price of \$7.00 per hour will be charged for computer time to prepare spreadsheets, \$25.00 per hour for AutoCAD and modeling software use, and \$35.00 per hour for GIS computer work.

January 7, 2013

Waterway Simulation Technology, Inc.



Columbia Office

158 Hampton Crest Trail
Columbia, SC 29209
Phone: 803-783-2118
Fax: 803-783-8236
Email: jchewlett@wst.ms
Attn: J. Christopher Hewlett

Vicksburg Office

2791 Burnt House Rd
Vicksburg, MS 39180
Phone: 601-638-4226
Fax: 601-630-9017
Email: lldaggett@wst.ms
Attn: Larry L. Daggett

MEMO FOR RECORD

Subject: Billing Rates for Waterway Simulation Technology, Inc.

- J. Christopher Hewlett - Principal and Senior Engineer \$150.00/hour
- Larry L. Daggett – Principal, Project Manager, Senior Engineer \$150.00/hour



Larry L. Daggett, Engineer



PROFESSIONAL FEES

Fees for acoustical consulting services provided by Wilson, Ihrig & Associates, Inc. are based on the following hourly rates:

| | |
|--------------------------|------------|
| Senior Principal | \$290/hour |
| Principal | \$250/hour |
| Associate Principal | \$200/hour |
| Senior Consultant | \$170/hour |
| Associate | \$145/hour |
| Assistant | \$120/hour |
| Senior Technician | \$110/hour |
| Technician | \$95/hour |
| Field Assistant | \$95/hour |
| CAD Operator | \$65/hour |
| Administrative Assistant | \$75/hour |

WIA anticipates no escalation of fees for 2013 at this time. Estimated 5% increase is anticipated for January 1, 2014

Measurement Equipment and Use of WIA Developed Software

The professional fees for WIA staff include the use of WIA owned instrumentation and software. Where special instrumentation must be rented for a project, then the rental charge is considered a direct expense.

Direct Expenses

Expenses directly associated with a project, such as travel costs, including mileage for travel to all meetings and site reviews, Xerox copying, drawing reproduction, long distance telephone, shipping and equipment rental are charged to the project at cost plus 10%.

Table 1. Cost Estimate for MBTL

| Task | Labor Classification | Personnel | | | | | | | | Other | | | | Subtotal | Labor Total | Direct Expenses | Total Price | | | | |
|---|----------------------|-----------|------------------|----------------|------------|-------------|--------------|------------|------------|----------|--------------|---------|---------|--------------|-------------|-----------------|-------------|---------|-----------|--|-------------|
| | | KPFF | Shannon & Wilson | Aime Godschall | Mitags-PMI | Mng Consult | Asst Consult | Admin Tech | Admin Tech | Subtotal | | | | | | | | | | | |
| Task 1. Contract Management | | | | | | | | | | | | | | | | | | | | | |
| 1.1 Project Management and Communications Plan | | | | | | | | | | | | | | \$7,833.36 | 16 | 24 | 16 | \$6,680 | \$35,513 | | |
| 1.2 Meetings with Agencies and MBTL | | | 4 | 4 | | 4 | | 4 | | | | | | \$46,734.56 | | | | \$0 | \$162,715 | | |
| 1.3 Kick Off Meeting | | | | | | | | | | | | | | \$7,396.60 | | | | \$0 | \$20,397 | | |
| 1.4 Project Schedule and Deadlines for Deliverables | | | | | | | | | | | | | | \$3,910.56 | | | | \$0 | \$11,911 | | |
| 1.5 Quality Assurance/Quality Control | | | | | | | | | | | | | | \$10,691.04 | | | | \$0 | \$36,091 | | |
| 1.6 Records/Administrative Records Management | | | | | | | | | | | | | | \$0.00 | | | 80 | \$5,600 | \$31,800 | | |
| 1.7 Invoicing and Progress Reports | | 16 | 2 | 4 | 4 | 4 | | 4 | 2 | 4 | | | | \$13,950.58 | | 80 | 0 | \$5,600 | \$51,551 | | |
| Task 2. Scoping | | | | | | | | | | | | | | | | | | | | | |
| 2.1 Public Involvement Plan | | | | | | | | | | | | | | \$80,635.12 | | 12 | | \$1,140 | \$92,555 | | |
| 2.2 Project Website | | | | | | | | | | | | | | \$51,089.12 | | | | \$0 | \$64,149 | | |
| 2.3 Scoping Meeting | | | | | | | | | | | | | | \$265,744.60 | | | | \$0 | \$409,105 | | |
| 2.4 Agency and Tribal Consultation | | | | | | | | | | | | | | \$4,526.32 | | | | \$0 | \$43,426 | | |
| 2.5 Preparation of Determination of Significance | | | | | | | | | | | | | | \$6,167.52 | | | | \$0 | \$14,068 | | |
| 2.6 Scoping Report | | | | | | | | | | | | | | \$14,834.80 | | | | \$0 | \$128,300 | | |
| Task 3. Project Refinement | | | | | | | | | | | | | | | | | | | | | |
| 3.1 Evaluation of Data Resources to Describe Existing Conditions | | | 16 | 8 | | 16 | | 16 | | 16 | | | | \$20,087.52 | | | | \$0 | \$90,928 | | |
| Total hours | | 16 | 22 | 12 | 4 | 24 | 4 | 24 | | 22 | 4 | | | | 16 | 36 | 80 | 96 | | | |
| ICF E&P 2013 Billing Rates | | \$75 | \$180 | \$170 | \$60 | \$135 | \$70 | \$185 | | \$100 | \$75 | | | | \$205 | \$95 | \$70 | \$70 | | | |
| Subtotals | | \$1,200 | \$3,960 | \$2,040 | \$240 | \$3,240 | \$280 | \$4,440 | \$2,200 | \$300 | \$533,601.70 | \$3,280 | \$3,420 | \$5,600 | \$6,720 | \$19,020 | \$1,192,507 | | | | |
| Direct Expenses | | | | | | | | | | | | | | | | | | | | | |
| 500.00 Subcontractor (CommentWorks scanning) | | | | | | | | | | | | | | | | | | | | | \$10,000 |
| 521.00 Meals, and Lodging | | | | | | | | | | | | | | | | | | | | | \$6,500 |
| 522.00 Airfares | | | | | | | | | | | | | | | | | | | | | \$3,500 |
| 523.01 Computer/Faxes (including CommentWorks) | | | | | | | | | | | | | | | | | | | | | \$12,000 |
| 523.02 Reproductions | | | | | | | | | | | | | | | | | | | | | \$14,000 |
| 523.03 Equipment Rental | | | | | | | | | | | | | | | | | | | | | \$8,000 |
| 523.04 Postage and Delivery | | | | | | | | | | | | | | | | | | | | | \$2,000 |
| 523.05 Travel, Auto, incld. Mileage at current IRS rate (.555/mile) | | | | | | | | | | | | | | | | | | | | | \$35,000 |
| 523.06 GIS/CAD/MAC | | | | | | | | | | | | | | | | | | | | | \$5,000 |
| 523.09 Project Supplies | | | | | | | | | | | | | | | | | | | | | \$3,000 |
| 529.00 Other Reimbursable Expenses | | | | | | | | | | | | | | | | | | | | | \$3,500 |
| Mark up on all non-labor costs and subcontractors: | | | | | | | | | | | | | | | | | | | | | \$63,610 |
| Direct expense subtotal | | | | | | | | | | | | | | | | | | | | | \$166,110 |
| Total price | | | | | | | | | | | | | | | | | | | | | \$1,358,617 |

Millennium Bulk Terminals - Longview
Environmental Impact Statements

ATTACHMENT B-3

| Task | Labor Classification | Consulting Staff | | | | | | | | | | | | | Subtotal | Berger Abam | Vice President | Vice President | Senior Project Manager | Senior PI Project Manager |
|---|----------------------|------------------|-----------|-----------|-----------------|-------------|----------------|---------------|--------------|-------------------|------------------|-----------------|--------------|------------|-----------|-------------|----------------|----------------|------------------------|---------------------------|
| | | Sr Proj Dir | Proj Dir | Tech Dir | Sr Tech Analyst | Mng Consult | Sr Consult III | Sr Consult II | Sr Consult I | Assoc Consult III | Assoc Consult II | Assoc Consult I | Asst Consult | Coder | | | | | | |
| Task 1. Contract Management | | | | | | | | | | | | | | | | | | | | |
| 1.1 Project Management and Communications Plan | | | | | | | | | | | | | | | | \$0 | | | | |
| 1.2 Meetings with Agencies and MBTL | | | | | | | | | | | | | | | | \$0 | | | | |
| 1.3 Kick Off Meeting | | | | | | | | | | | | | | | | \$0 | | | | |
| 1.4 Project Schedule and Deadlines for Deliverables | | | | | | | | | | | | | | | | \$0 | | | | |
| 1.5 Quality Assurance/Quality Control | | | | | | | | | | | | | | | | \$0 | | | | |
| 1.6 Records/Administrative Records Management | | | | | | | | | | | | | | | | \$0 | | | | |
| 1.7 Invoicing and Progress Reports | | | | | | | | | | | | | | | | \$0 | | 4 | | |
| 1.8 Project Management and Coordination | | | 140 | | | | | | | | | | | | | \$42,400 | | 8 | | |
| Task 2. Scoping | | | | | | | | | | | | | | | | | | | | |
| 2.1 Public Involvement Plan | | | | | | | | | | | | | | | | \$0 | | 4 | 8 | |
| 2.2 Project Website | | | | | | | | | | | | | | | | \$0 | | 4 | | |
| 2.3 Scoping Meeting | | | | | | | | | | | | | | | | \$0 | | 20 | 20 | |
| 2.4 Agency and Tribal Consultation | | | | | | | | | | | | | | | | \$0 | | | | |
| 2.5 Preparation of Determination of Significance | | | (16) | | | | | | | | | | | | | (\$7,000) | | (16) | (16) | |
| 2.5 Comment Management | | 80 | 80 | | | | | | | 240 | 120 | 340 | 960 | | \$248,000 | | | | | |
| 2.6 Scoping Report | | (40) | | | | | | | | | | | | (140) | (450) | (375) | (\$93,725) | | | |
| Task 3. Project Refinement | | | | | | | | | | | | | | | | | | | | |
| 3.1 Evaluation of Data Resources to Describe Existing Conditions | | | 84 | (16) | (8) | (8) | 44 | (8) | 0 | (40) | | | | | \$15,940 | | (16) | (16) | | |
| 3.2 Wetlands and Upland Vegetation | | | 8 | | | 60 | 12 | | | | | | | | \$16,520 | | | | | |
| 3.3 Aquatic Habitat and Species | | | 8 | | | | 100 | | | | | | | | \$25,000 | | | | | |
| 3.4 Near Shore Benthic Biota | | | 8 | | | | 112 | | | | | | | | \$27,220 | | | | | |
| 3.5 Threatened and Endangered Species/ESA Section 7 | | | 8 | | | | 40 | | | | | | | | \$13,900 | | | | | |
| 3.6 Terrestrial Wildlife | | | 8 | | | | 112 | | | | | | | | \$27,220 | | | | | |
| 3.7 Hydrology | | | 8 | | 100 | | 4 | | | | | | | | \$29,240 | | | | | |
| 3.8 Water Quality | | | 8 | | | 100 | 4 | | | | | | | | \$27,740 | | | | | |
| 3.9 Geology and Soils | | | 8 | | | | 84 | | | | | | | | \$20,540 | | | | | |
| 3.10 Hazardous Materials | | | 8 | | | 80 | 4 | | | | | | | | \$22,140 | | | | | |
| 3.11 Socioeconomic/Environmental Justice | | | 8 | | | | 4 | | | 100 | | | | | \$17,740 | | | | | |
| 3.12 Land Use/Parks and Recreation | | | 8 | | | | 4 | | | | | | | | \$2,740 | | | 10 | | |
| 3.13 Aesthetics, Light and Glare | | | 8 | | | | 4 | | | | | | | | \$2,740 | | | 10 | | |
| 3.14 Cultural Resources (including Tribal Fishing Rights) | | | 24 | | | | 144 | 100 | | | | | | | \$48,640 | | | | | |
| Total hours | | 40 | 408 | (16) | 92 | 232 | 872 | 100 | 312 | 240 | 56 | 200 | 510 | (375) | | | 28 | 0 | (32) | 28 |
| ICF E&P 2013 Billing Rates | | \$280 | \$250 | \$225 | \$220 | \$205 | \$185 | \$160 | \$150 | \$135 | \$125 | \$110 | \$95 | \$65 | | | \$253.86 | \$222.84 | \$162.63 | \$114.96 |
| Subtotals | | \$11,200 | \$102,000 | (\$3,600) | \$20,240 | \$47,560 | \$161,320 | \$16,000 | \$46,800 | \$32,400 | \$7,000 | \$22,000 | \$48,450 | (\$24,375) | \$486,995 | | \$7,108.08 | \$0.00 | (\$5,204.16) | \$3,218.88 |
| Direct Expenses | | | | | | | | | | | | | | | | | | | | |
| 500.00 Subcontractor (CommentWorks scanning, court reporter) | | | | | | | | | | | | | | | | | | | | |
| 521.00 Meals, and Lodging | | | | | | | | | | | | | | | | | | | | |
| 523.01 Computer/Faxes (including CommentWorks) | | | | | | | | | | | | | | | | | | | | |
| 523.02 Reproductions | | | | | | | | | | | | | | | | | | | | |
| 523.03 Equipment Rental (including projectors, screens, additional chairs) | | | | | | | | | | | | | | | | | | | | |
| 523.04 Postage and Delivery | | | | | | | | | | | | | | | | | | | | |
| 523.05 Travel, Auto, incl. Mileage at current IRS rate (.555/mile) | | | | | | | | | | | | | | | | | | | | |
| 523.06 GIS/CAD/MAC | | | | | | | | | | | | | | | | | | | | |
| 529.00 Other Reimbursable Expenses (including meeting rooms, venues, security, EMS) | | | | | | | | | | | | | | | | | | | | |
| Direct expense subtotal | | | | | | | | | | | | | | | | | | | | |
| Total price | | | | | | | | | | | | | | | | | | | | |

Millennium Bulk Terminals - Longview
Environmental Impact Statements

ATTACHMENT B-3

| Task | Labor Classification | Subcontractor | | | | | | | | | | | Confluence | KPFF | Shannon & Wilson | Anne Goodchild | Mitags-PMI | |
|--|----------------------|-----------------|------------------|------------|----------------------------|---------------------|-----------------|---------------|---|------------------|--------------|---------|------------|-----------|------------------|----------------|------------|------|
| | | Technical Staff | Planning Manager | Planner | Senior Landscape Architect | Landscape Architect | Technical Staff | PI Specialist | Senior Strategic Communications Manager | Technical Editor | Senior Admin | Admin | | | | | | |
| Task 1. Contract Management | | | | | | | | | | | | | | | | | | |
| 1.1 Project Management and Communications Plan | | | | | | | | | | | | | | | | | | |
| 1.2 Meetings with Agencies and MBTL | | | | | | | | | | | | | | | | | | |
| 1.3 Kick Off Meeting | | | | | | | | | | | | | | | | | | |
| 1.4 Project Schedule and Deadlines for Deliverables | | | | | | | | | | | | | | | | | | |
| 1.5 Quality Assurance/Quality Control | | | | | | | | | | | | | | | | | | |
| 1.6 Records/Administrative Records Management | | | | | | | | | | | | | | | | | | |
| 1.7 Invoicing and Progress Reports | | | | 8 | | | | | | | 24 | | | | | | | |
| 1.8 Project Management and Coordination | | | | 12 | | | | | | | | | | | | | | |
| Task 2. Scoping | | | | | | | | | | | | | | | | | | |
| 2.1 Public Involvement Plan | | | | 12 | | | | | | | 4 | | | | | | | |
| 2.2 Project Website | | | | 20 | | | | | 120 | | | | | | | | | |
| 2.3 Scoping Meeting | 10 | | | 20 | | | 60 | 10 | 20 | | 10 | 10 | | | | | | |
| 2.4 Agency and Tribal Consultation | | | | | | | | | | | | | | | | | | |
| 2.5 Preparation of Determination of Significance | | | | | | | | | | | | | | | | | | |
| 2.5 Comment Management | | | | | | | | | | | | | | | | | | |
| 2.6 Scoping Report | | | | | | | | | | | | | | | | | | |
| Task 3. Project Refinement | | | | | | | | | | | | | | | | | | |
| 3.1 Evaluation of Data Resources to Describe Existing Conditions | | | | | | | | | | | | | 16 | (16) | (8) | (16) | (16) | (16) |
| 3.2 Wetlands and Upland Vegetation | | | | | | | | | | | | | | | | | | |
| 3.3 Aquatic Habitat and Species | | | | | | | | | | | | | | | | | | |
| 3.4 Near Shore Benthic Biota | | | | | | | | | | | | | | | | | | |
| 3.5 Threatened and Endangered Species/ESA Section 7 | | | | | | | | | | | | | | | | | | |
| 3.6 Terrestrial Wildlife | | | | | | | | | | | | | | | | | | |
| 3.7 Hydrology | | | | | | | | | | | | | | | | | | |
| 3.8 Water Quality | | | | | | | | | | | | | | | | | | |
| 3.9 Geology and Soils | | | | | | | | | | | | | | | | | | |
| 3.10 Hazardous Materials | | | | | | | | | | | | | | | | | | |
| 3.11 Socioeconomic/Environmental Justice | | | | | | | | | | | | | | | | | | |
| 3.12 Land Use/Parks and Recreation | 100 | 60 | 80 | | | | | | | | 20 | | | | | | | |
| 3.13 Aesthetics, Light and Glare | | | | 60 | 100 | | | | | | 20 | | | | | | | |
| 3.14 Cultural Resources (including Tribal Fishing Rights) | | | | | | | | | | | | | | | | | | |
| Total hours | 110 | 60 | 152 | 60 | 100 | 60 | 10 | 140 | 44 | 34 | 10 | 16 | (16) | (8) | (16) | (16) | (16) | (16) |
| ICF E&P 2013 Billing Rates | \$101.97 | \$138.00 | \$145.00 | \$147.00 | \$105.00 | \$90.30 | \$77.88 | \$98.07 | \$101 | \$120 | \$50 | \$185 | \$180 | \$170 | \$135 | \$185 | \$100 | |
| Subtotals | \$11,216.70 | \$8,280.00 | \$22,040.00 | \$8,820.00 | \$10,500.00 | \$5,418.00 | \$778.80 | \$13,729.80 | \$4,444 | \$4,080 | \$505 | \$2,960 | (\$2,880) | (\$1,360) | (\$2,160) | (\$2,960) | (\$1,600) | |
| Direct Expenses | | | | | | | | | | | | | | | | | | |
| 500.00 Subcontractor (CommentWorks scanning, court reporter) | | | | | | | | | | | | | | | | | | |
| 521.00 Meals, and Lodging | | | | | | | | | | | | | | | | | | |
| 523.01 Computer/Faxes (including CommentWorks) | | | | | | | | | | | | | | | | | | |
| 523.02 Reproductions | | | | | | | | | | | | | | | | | | |
| 523.03 Equipment Rental (including projectors, screens, additional chairs) | | | | | | | | | | | | | | | | | | |
| 523.04 Postage and Delivery | | | | | | | | | | | | | | | | | | |
| 523.05 Travel, Auto, incl. Mileage at current IRS rate (.555/mile) | | | | | | | | | | | | | | | | | | |
| 523.06 GIS/CAD/MAC | | | | | | | | | | | | | | | | | | |
| 529.00 Other Reimbursable Expenses (including meeting rooms, venues, s | | | | | | | | | | | | | | | | | | |
| Direct expense subtotal | | | | | | | | | | | | | | | | | | |
| Total price | | | | | | | | | | | | | | | | | | |

Millennium Bulk Terminals - Longview
Environmental Impact Statements

ATTACHMENT B-3

| Task | Labor Classification | Subtotal | Mng | | | | Subtotal | Labor Total | Direct Expenses | Total Price |
|--|----------------------|---------------|----------|--------------|------------|------------|----------|-------------|-----------------|-------------|
| | | | Consult | Asst Consult | Admin Tech | Admin Tech | | | | |
| Task 1. Contract Management | | | | | | | | | | |
| 1.1 Project Management and Communications Plan | | \$0.00 | | | | | \$0 | \$0 | | |
| 1.2 Meetings with Agencies and MBTL | | \$0.00 | | | | | \$0 | \$0 | | |
| 1.3 Kick Off Meeting | | \$0.00 | | | | | \$0 | \$0 | | |
| 1.4 Project Schedule and Deadlines for Deliverables | | \$0.00 | | | | | \$0 | \$0 | | |
| 1.5 Quality Assurance/Quality Control | | \$0.00 | | | | | \$0 | \$0 | | |
| 1.6 Records/Administrative Records Management | | \$0.00 | | | | | \$0 | \$0 | | |
| 1.7 Invoicing and Progress Reports | | \$4,931.36 | | | 80 | | \$5,600 | \$10,531 | | |
| 1.8 Project Management and Coordination | | \$3,522.72 | | | | | \$0 | \$45,923 | | |
| Task 2. Scoping | | | | | | | | | | |
| 2.1 Public Involvement Plan | | \$4,079.12 | 24 | | | | \$4,920 | \$8,999 | | |
| 2.2 Project Website | | \$15,683.84 | | | | | \$0 | \$15,684 | | |
| 2.3 Scoping Meeting | | \$21,159.20 | | | | | \$0 | \$21,159 | | |
| 2.4 Agency and Tribal Consultation | | \$0.00 | | | | | \$0 | \$0 | | |
| 2.5 Preparation of Determination of Significance | | (\$6,167.52) | | | | | \$0 | (\$13,168) | | |
| 2.5 Comment Management | | \$0.00 | | 80 | | 80 | \$13,200 | \$261,200 | | |
| 2.6 Scoping Report | | \$0.00 | 24 | 24 | | | \$7,200 | (\$86,525) | | |
| Task 3. Project Refinement | | | | | | | | | | |
| 3.1 Evaluation of Data Resources to Describe Existing Conditions | | (\$14,167.52) | 40 | | | | \$8,200 | \$9,972 | | |
| 3.2 Wetlands and Upland Vegetation | | \$0.00 | | | | 4 | \$280 | \$16,800 | | |
| 3.3 Aquatic Habitat and Species | | \$0.00 | | 24 | | 4 | \$2,560 | \$27,560 | | |
| 3.4 Near Shore Benthic Biota | | \$0.00 | | 24 | | 4 | \$2,560 | \$29,780 | | |
| 3.5 Threatened and Endangered Species/ESA Section 7 | | \$0.00 | | 24 | | 4 | \$2,560 | \$16,460 | | |
| 3.6 Terrestrial Wildlife | | \$0.00 | | 24 | | 4 | \$2,560 | \$29,780 | | |
| 3.7 Hydrology | | \$0.00 | | 24 | | 4 | \$2,560 | \$31,800 | | |
| 3.8 Water Quality | | \$0.00 | | 24 | | 4 | \$2,560 | \$30,300 | | |
| 3.9 Geology and Soils | | \$0.00 | | 24 | | 4 | \$2,560 | \$23,100 | | |
| 3.10 Hazardous Materials | | \$0.00 | | 24 | | 4 | \$2,560 | \$24,700 | | |
| 3.11 Socioeconomic/Environmental Justice | | \$0.00 | | 24 | | | \$2,280 | \$20,020 | | |
| 3.12 Land Use/Parks and Recreation | | \$34,325.40 | | 24 | | | \$2,280 | \$39,345 | | |
| 3.13 Aesthetics, Light and Glare | | \$23,568.40 | | 24 | | | \$2,280 | \$28,588 | | |
| 3.14 Cultural Resources (including Tribal Fishing Rights) | | \$0.00 | | 24 | | | \$2,280 | \$50,920 | | |
| Total hours | | | 88 | 392 | 80 | 116 | | | | |
| ICF E&P 2013 Billing Rates | | | \$205 | \$95 | \$70 | \$70 | | | | |
| Subtotals | | \$86,935.00 | \$18,040 | \$37,240 | \$5,600 | \$8,120 | \$69,000 | \$642,930 | | |
| Direct Expenses | | | | | | | | | | |
| 500.00 Subcontractor (CommentWorks scanning, court reporter) | | | | | | | | | \$10,000 | |
| 521.00 Meals, and Lodging | | | | | | | | | \$5,000 | |
| 523.01 Computer/Faxes (including CommentWorks) | | | | | | | | | \$5,000 | |
| 523.02 Reproductions | | | | | | | | | \$1,000 | |
| 523.03 Equipment Rental (including projectors, screens, additional chairs) | | | | | | | | | \$5,000 | |
| 523.04 Postage and Delivery | | | | | | | | | \$500 | |
| 523.05 Travel, Auto, incld. Mileage at current IRS rate (.555/mile) | | | | | | | | | \$10,000 | |
| 523.06 GIS/CAD/MAC | | | | | | | | | \$5,000 | |
| 529.00 Other Reimbursable Expenses (including meeting rooms, venues, s | | | | | | | | | \$55,000 | |
| Direct expense subtotal | | | | | | | | | \$46,500 | |
| Total price | | | | | | | | | | \$739,430 |

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, except as provided for herein.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.
3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Cowlitz County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Cowlitz County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Cowlitz County for any payments made or required to be made by Cowlitz County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Cowlitz County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after

contract termination, and shall make them available for such review, within Cowlitz County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon thirty (30) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to real or tangible property including loss of use thereof, whether such injury to persons or damage to

property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

The County agrees to defend, indemnify and save harmless the Contractor, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the Contractor, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to real intangible property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the County, its subcontractors, its successor or assigns, or its or their agent, servants, or employees, the Contractor, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the Contractor, its appointed or elected officials or employees. It is further provided that no liability shall attach to the Contractor by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Cowlitz. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause. Contractor is not liable for any delay in performance or non-performance caused by Acts of God, war, civil disturbance, government action, labor dispute, computer virus, pandemic illness, inadequate access to County site or data, or anything else beyond Contractor's reasonable control.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Cowlitz County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

- (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Contractor Property. In addition to rights granted under the preceding paragraph, the Contractor may also provide Contractor Property. The term "Contractor Property" shall mean all pre-existing material, including, but not limited to, any products, software, materials and methodologies proprietary to Contractor or provided by Contractor or its suppliers and any trade secrets, know-how, methodologies and processes related to Contractor's products or services, all of which shall remain the sole and exclusive property of Contractor or its suppliers. Subject to the terms of this Agreement, Contractor grants to County a non-exclusive, non-transferable, irrevocable license to use the Contractor Property contained in the deliverables provided hereunder for the purposes of this Agreement.
23. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that fail to conform to the terms and conditions of this Agreement..
24. Project Approval.
In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.
25. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
26. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
27. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
28. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard
29. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

30. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
31. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
32. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
33. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
34. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
35. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
36. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
37. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- With each request for payment.
- Monthly.
- Quarterly.
- Semi-annually.
- Annually.
- Project completion.
- Other (specify)

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies rated at least A-VIII or better by the current edition of Best's Insurance Reports published by A.M. Best Co. or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48 except under Workers Compensation and Errors & Omissions or Professional Liability, as now or hereafter amended, and the following coverage shall be provided:

- COMPREHENSIVE GENERAL LIABILITY:

| | |
|---------------------------------|----------------------------|
| Bodily injury, including death. | \$1,000,000 per occurrence |
| Property damage | \$1,000,000 per occurrence |
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period

| | |
|------------------------------|----------------------------|
| Endorsement (two year tail). | \$1,000,000 per occurrence |
|------------------------------|----------------------------|
- WORKERS COMPENSATION:

| | |
|------------------|--|
| Statutory amount | |
|------------------|--|
- AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

| | |
|---|----------------------------|
| Bodily injury, liability, including death | \$1,000,000 per occurrence |
| Property damage liability | \$1,000,000 per occurrence |

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such insurance carried by the Contractor shall be primary over any insurance carried by Cowlitz County and the Contractor shall ensure that such insurance is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify and hold harmless shall apply to any liability beyond the scope of insurance coverage.

3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

4. Other (specify)

4.1 The County point of contact ("POC") persons for this project are:

Elaine Placido, Director
Cowlitz County Department of Building and Planning
207 4th Avenue North
Kelso, WA 98626
(360) 577-3052
Raiterg@co.cowlitz.wa.us

And

James Tupper
Cowlitz County Special Deputy Prosecutor
Tupper Mack Wells PLLC
2025 First Avenue, Suite 1100
Seattle, WA 98121
(206) 493-2300
Tupper@tmw-law.com

or to such other POC the County may from designate in writing to Contractor.

4.2 The Contractor is subject to and shall be required to separately sign the attached Communications Protocol Agreement. All information that the Contractor may require to be provided by MBTL will be coordinated through the Agencies.

4.3 The Contractor and its subcontractors must be independent third parties during performance of the Services. Conflict of interest means that because of other activities or relationships, a person or entity is unable or potentially unable to render impartial assistance or advice to the Agencies, is or might be otherwise impaired in its objectivity in performing the Services, or has an unfair competitive advantage. Contractor and subcontractors must disclose any current or expected future contractual relationships which may pose a conflict of interest with this project, including other contracts with MBTL. Disclosure shall include date and duration of contract, the nature of the service provided, and a plan for managing potential conflicts of interest. If no current or expected future relationships during the expected term of this contract are expected, an affirmative statement from each individual employed by either the Contractor or any subcontractors working on the Services shall be provided to the County.

4.4 The Contractor shall not disclose any information concerning the Agencies, the Project or the Services, or information that may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the relevant Agency, or as may be otherwise required by law including, but not limited to, order of any court with competent jurisdiction. Neither party shall be liable for disclosure or use of information which: (1) was known by the receiving party at the time of the disclosure due to circumstances unrelated to this Agreement; (2) is generally available to the public without breach of this Agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.