

STANDARD AGREEMENT

STD 213A (Rev. 07/2019)

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PAGES

AGREEMENT NUMBER

16-NDR-11791

AMENDMENT NUMBER

1

Purchasing Authority Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

HELIX Environmental Planning, Inc.

2. The term of this Agreement is:

START DATE

March 5, 2019

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$329,940.00 (Am. 1 increased the contract amount by \$76,140.00)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. Exhibit A, Authority, Purpose and Scope of Work, is hereby deleted in its entirety and replaced with a new Exhibit A, Authority, Purpose and Scope of Work (Rev. 12/17/19) attached hereto and made a part hereof.

B. Exhibit B, Budget Detail and Payment Provisions, is hereby deleted in its entirety and replaced with a new Exhibit B, Budget Detail and Payment Provisions (Rev. 12/17/19) attached hereto and made a part hereof.

Adjustments are outlined in red.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

HELIX Environmental Planning, Inc.

CONTRACTOR BUSINESS ADDRESS

11 Natomas Street, Suite 155

CITY

Folsom

STATE

CA

ZIP

95630

PRINTED NAME OF PERSON SIGNING

Michael Schwerin

TITLE

CEO

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

January 24, 2020

STANDARD AGREEMENT

STD 21 3A (Rev. 07/2019)

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AGREEMENT NUMBER
16-NDR-11791

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Purchasing Authority Number

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 West El Camino Avenue, Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contracts Office Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

Synthia Rhinehart
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

2/15/2020

EXEMPTION (if Applicable)



[Handwritten signature]

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. HELIX Environmental Planning, Inc., hereafter referred to as the (“Contractor” or “HELIX”), agrees to provide to the Department of Housing and Community Development, hereafter referred to as (“HCD” or “Department”) with NEPA/CEQA Preparation Consulting Services (“Work”) as described herein.

In November of 2015, HCD submitted an application for funding under NDRC and was awarded approximately seventy million dollars to implement the Community and Watershed Resilience Program (“Program” or “CWRP”) consisting of three project activities in Tuolumne County for resilient recovery from the Rim Fire a federally declared disaster. The Program is funded by the HUD National Disaster Resilience (“NDR”), grant award and its approved grant activities will assist in community recovery efforts and building resiliency for future disaster events.

- A. CWRP is comprised of three distinct, yet interconnected sets of activities called “pillars”:
 - 1) Forest and Watershed Health Project ("FWHP") -- Investing in activities to recover forest and watershed health by removing organic material from forests that act as fuel for wildfire, reforestation and recovery efforts; rebuild rangeland infrastructure destroyed in the Rim Fire; and develop preventative measures including a system of strategic fuel breaks to protect communities from future wildfires.
 - 2) Community Resilience Center Project ("CRC") – Designing and constructing CRC(s) that will provide shelter and necessary resources in the event of a disaster and provide ongoing community support services, educational programs, and job training.
 - 3) Biomass Utilization Facility Project ("BUF") – Developing a facility or campus with 1 or more facilities that can utilize the organic material from forest recovery activities such as those created as byproducts of FWHP activities.
- B. HCD coordinated the design of the Program and its three activities with 10 different local, state and federal contributors (“Core Team”). Some members of the Core Team continue to provide guidance and support in the grant implementation processes for the Program and associated project activities. HCD is responsible to HUD for grant administration and ensuring program and activity compliance with federal laws and regulations associated with NDR funding. The Sierra Nevada Conservancy (“SNC”) is the project manager for the FWHP. The United States Department of Agriculture Forest Service (“USFS”) will be implementing the fuel break activity. The California Department of Forestry and Fire Protection (“CAL FIRE”) staff will be providing support and facilitate USFS implementation activities. The Core Team has final decision-making authority for CWRP.
- C. HCD is the Responsible Entity (“RE”) for environmental reviews under the NDR HUD grant agreement activities. In addition, the USFS and Bureau of Land Management (“BLM”) must also have environmental reviews completed before any fuel break activity can begin.

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- 2. Work will be provided during the hours of 8:00 am to 5:00 pm, Monday through Friday, excluding State observed holidays, as applicable.
- 3. The Representatives during the term of this Agreement will be:

Department of Housing and Community Development	HELIX Environmental Planning, Inc.
Section/Unit: DFA/Contract Management	Section/Unit: N/A
*Contract Manager: Patrick Talbott	Project Manager: Catherine Silvester
Address: 2020 West El Camino Avenue, Suite 400	Address: 11 Natoma Street, Suite 155
Sacramento, CA 95833	Folsom, CA 95630
Phone: (916) 263-2297	Phone: (916) 365-8715
Email: Patrick.talbott@hcd.ca.gov	Email: catherines@helixepi.com

**HCD will have the right to change the Contract Manager from time to time throughout the term of this Agreement. Such change will not require the consent of Contractor. HCD will notify Contractor in writing of the name of the new Contract Manager within 30 days of his or her appointment to such position. Such written notice will not constitute, nor require, an amendment to this Agreement.*

4. Specifications and Detailed Description of Work

Timelines presented for each Activity listed below is contingent upon the date of contract execution and a notice to proceed provided by HCD.

A. Anticipated Environmental Level of Review

The proposed fuel break work consists of removal of trees and brush along a corridor to create a wildfire defensible space for firefighters in the future. Most of the work proposed consists of expanding existing fuel breaks. No excavation or construction of structures will take place as part of the fuel break work. Based on past fuel break activities, it is anticipated that the California Environmental Quality Act “CEQA” environmental review will be at a level of Categorical Exemption. The National Environmental Policy Act “NEPA” environmental reviews will be completed at a level of Categorical Exclusion for USFS **and a level of Environmental Assessment for BLM lands and the HUD finding**. The final determination of level of environmental review will be made after the final scope of work is completed.

B. Task 1 - Project Management and Administration

HELIX will provide project management services for the duration of the contract. This task involves coordination with the “Project Partners”, specifically HCD, SNC, CAL FIRE, USFS and BLM, resource specialists, and GIS technicians. Management tasks will include developing a timeline and establishing communication frameworks and plans with each

EXHIBIT A

Responsible Entity for completion of the environmental review processes, which will be outlined in a Project Guide (see Task 2). To ensure the project stays on track, HELIX will include coordinating regular telephone meetings for project updates. Additional communication may take form in formal or informal communication, telephone conversations, face-to-face discussions, and e-mail. A project initiation/kick-off meeting will be arranged, and HELIX will engage in bi-weekly meetings with the SNC Project Coordinator, and monthly meetings with the Project Partners. Other project management responsibilities include internal coordination with the HELIX Team regarding deliverables, status, and tracking the project budget and schedule. QA/QC review of all deliverables will be completed by senior staff prior to submittal to Project Partners.

This task assumes up to four in-person meetings will be attended in Sacramento at the HCD office and a field visit will be conducted by the Project Manager.

C. **Task 1 - Deliverables**

- Coordinate regular teleconference/meeting with Partners.
- At the conclusion of the project, provide the complete project record in electronic format to the Project Partners. Certain reference books or certain other documents will not be indexed and maintained in electronic format and will be provided electronically as a list of references.

D. **Task 2 - Develop Work Plan**

This task includes the initial data gathering and review, and project planning efforts. HELIX will coordinate with the Project Partners to develop plans for completion of the environmental review process, which will be outlined in a Work Plan. The Project Guide will include roles and responsibilities, key staff and responsibilities, timeline/schedule(s), and communication protocols. The Work Plan will include an assessment of existing data, preliminary identification of additional data needs for the project, and preliminary identification of the specific technical reports required, including the need for field surveys. This task includes time to coordinate with the Project Partners and private property owners for existing resource and project data in the project area.

HELIX has access to a database provided by CAL FIRE, which covers the project area and may provide some of the required information. The BLM and USFS will be responsible for providing available data of Federal Responsibility Areas in a timely fashion. HELIX will work with HCD to gather existing data for the State Responsibility Areas. The information contained in the Project Guide will assist each of the Project Partners in determining the scope of work and area of impact associated with the environmental review.

E. **Task 2 - Deliverables**

- Work Plan; draft and final: HELIX will prepare the Work Plan and schedule for review and approval by the Project Partners before preparing a final version for submittal.

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F. **Task 3 - Resource Studies**

Resource studies will be prepared for biological and cultural resources as needed for CEQA and NEPA documentation. No cadastral or transportation surveys will be conducted – the property boundaries used in mapping will be based on existing GIS data and no ground staking will be conducted. Additional assumptions are described in the following subtasks, including air quality, hazardous materials, hydrology, and wetlands. The resource studies will be prepared in support of both NEPA and CEQA evaluations.

G. **Subtask 3.1 - Environmental Coordination**

HELIX will coordinate the team of resource specialists based on the information collected during Phase I and in accordance with the plan(s) outlined in the Project Guide. HELIX will facilitate coordination between the Project Partners and the resource specialists to determine the level of effort, approach, and documentation requirements for each of the Responsible Entities and for CEQA. The required biological and cultural field reviews and consultations with oversight agencies (U.S. Fish and Wildlife Service [USFWS] pursuant to Section 7 of the ESA [16 U.S.C. § 1531 et seq.] and the State Historic Preservation Office pursuant to Section 106 of the NHPA [36 CFR 800]) will be identified through this process. The Tuolumne River is a designated Wild and Scenic River as part of the National Wild and Scenic River System (Public Law 90-542; 16 U.S.C. 1271 et seq.) and is in proximity to project fuel breaks. The need to consult with the managing agencies (BLM, National Park Service, USFS) pursuant to Section 7 of the Wild and Scenic Rivers Act (16 U.S.C. 1271 et seq. as amended) will also be identified. It is anticipated that due to the limited scope of the project, potential impacts associated with air quality hazardous materials, and hydrology would be minimal and will be addressed qualitatively in the NEPA and CEQA environmental review documents. It is anticipated that impacts to wetlands would be avoided through project design and no detailed wetland mapping (formal wetland delineations) or quantification of impacts will be required.

H. **Subtask 3.1 - Deliverables**

- Develop scope of work for resource areas, including level of effort of required field surveys and agency consultation.
- Work with specialists to complete field surveys in a timely manner, including technical studies and editorial review of reports.

I. **Subtask 3.2 - Biological Resources**

A single Biological Technical Report will be prepared for botanical resources, terrestrial wildlife, and aquatic wildlife. Fieldwork will include habitat mapping (including identification of wetlands and other sensitive habitats), and individual surveys as described for each of the following biology-related tasks. The report will serve as the basis for NEPA and CEQA analysis. If required in support consultation with the USFWS for potential impacts to federally listed species, a Biological Assessment (BA) will be prepared in accordance with legal requirements set forth under Section 7 of the ESA (16 U.S.C 1536 (c)).

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J. **Biological Resources Database Review**

HELIX will review existing reports and documentation regarding biological resources in the project site and vicinity and conduct an in-house database search for sensitive species known to occur within the project site and vicinity. The in-house database search will include a query of the following agency lists of special-status species:

- USFS Sensitive Species;
- BLM Sensitive Species;
- USFWS Sacramento Fish and Wildlife Office;
- California Department of Fish and Wildlife's (CDFW) Natural Diversity Database (CNDDDB); and
- The California Native Plant Society Rare Plant Database.

HELIX will conduct biological reconnaissance surveys of areas not previously surveyed as deemed necessary to prepare the NEPA/CEQA documents.

K. **Botany Biological Evaluation/Biological Assessment**

The Biological Technical Report will include an analysis of the potential for the proposed action to affect any Federally Endangered, Threatened, Proposed or Candidate plant species, or USFS Region 5 or BLM Sensitive plant species (referred to as Threatened, Endangered, and Sensitive [TES] plants). The analysis of effects on TES plants will be a three-step process. In the first step, a pre-field review will be conducted to identify all TES plant species that are known or have potential to occur in the project analysis area. This list will be developed by reviewing the USFWS List for the project analysis area, the USFS Region 5 Sensitive Species List, other available rare plant records, and reviewing habitat attributes of TES plants such as geology and soil type, elevation, aspect, slope, vegetation type, stand type (natural versus plantation), and canopy closure. The second step will involve field reconnaissance surveys to determine areas with suitable habitat for TES plants. The third step will be the effects analysis, which will determine potential direct and indirect effects to TES plants, if any, and development of design criteria to avoid or reduce impacts to TES plants. The analysis of effects on TES plants relies on the assumption that botanical surveys have been conducted within the appropriate blooming season and within the last approximately five years for the project area. If such surveys do not exist, they will be required as part of the planning process. Therefore, this scope includes a task to conduct targeted botanical surveys within portions of the project area that provide suitable habitat for TES plants if such surveys do not exist. If recent surveys exist for some or all of the project area, the botanical survey task would be adjusted to include only areas of suitable habitat where surveys have not been conducted within the last approximately five years.

L. **Assumptions**

Based on conversations with USFS and BLM as well as a preliminary desktop review of the existing reported occurrences of rare plants in the project area and habitat types

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present, it is assumed that targeted surveys for rare plants would be required within approximately 40 percent of the project alignment. It is assumed that the majority of USFS and BLM lands have been surveyed for rare plants within approximately the last five years and would not need additional botanical surveys as part of this project. Therefore, this scope includes floristic surveys of 40 percent of the project area conducted once in May/June timeframe to cover all of the TES plant species with the potential to occur. If targeted surveys of more than 40 percent of the project alignment are required, then a budget adjustment may be needed.

M. Terrestrial Wildlife Biological Evaluation (BE)/Biological Assessment (BA)

The Biological Technical Report will determine to what extent the proposed action may affect any TES terrestrial wildlife species or designated or proposed critical habitat of record for the project area. Based on a preliminary review of the project area, it is assumed that habitat assessments and survey data will be needed to determine potential impacts and develop design criteria for northern goshawk, California spotted owl, and great gray owl, as these three species are known to occur in the project area and immediate vicinity. Survey data according to USFS protocol would be required within an approximately 5-year period prior to commencement of the project to evaluate for these three species. This scope assumes that recent surveys exist for these three species in many of the USFS locations, so therefore includes focused surveys, in locations where they do not exist, to determine presence/absence of these species in the project area. Survey methodology will be coordinated with USFS biologists prior to implementation.

1) Northern Goshawk, CDFW Species of Special Concern

To detect the presence of northern goshawk (*Accipiter gentilis*) in the project site, HELIX will conduct protocol surveys using the Broadcast Acoustical Survey method outlined in the *Northern Goshawk Inventory and Monitoring Technical Guide* (USFS 2006). This survey method is considered to be the standard survey method to efficiently detect northern goshawk over a large area. The survey boundary will extend out to 400 meters (m) beyond the project boundary and parallel transects will not exceed 250 m apart. Broadcast stations will be placed based on aerial imagery and topography of the project site to increase the travel of the broadcast. Broadcast stations will be spaced approximately 200 m apart and staggered 100 m across parallel transects and placed on digital and paper maps for surveyors. Surveyors familiar with raptors and other species of birds and wildlife in the Cascade/Sierra Nevada region will conduct surveys for northern goshawk using acoustical equipment capable of broadcasting appropriate calls during the nestling and fledgling season of northern goshawk, which is typically June 1st through August 15th. Two rounds of surveys will be required, to adequately survey the project site. To increase the potential for detection of goshawk, all surveys will be conducted in pairs and all surveys will be conducted during periods of suitable weather as outlined in the survey protocol (USFS 2006). All goshawk detections will be plotted on aerial imagery and focused searches for active nests will be determined following the review of the surveys. Results of northern goshawk surveys will be provided in a detailed technical memorandum detailing the methods and results of the surveys. The budget for this task assumes that one set of parallel transects would be conducted in areas where they don't exist based on USFS reports, and as needed, if habitat exists, on BLM and private lands. The budget for

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this task is based on our best professional opinion of the level of effort required to adequately survey the project alignment for this species based on a desktop review. If surveys of more than 60 percent of the project alignment is required, additional transects are required, or numerous goshawks are detected during the acoustical surveys and return visits are required to locate multiple nests, an augment would be required.

2) Great Gray Owl, State- Listed

To detect the presence of great gray owl (*Strix nebulosa*) in the project site, HELIX will conduct protocol surveys using adapted methods outlined in the *Survey Protocol for the Great Gray Owl in the Sierra Nevada of California* (USFS 2000). HELIX will complete one transect along the centerline of the project site where habitat is suitable with a focus along roadways to safely survey at night. Broadcast stations will be placed based on aerial imagery, topography, and along roads of the project site. Broadcast stations will focus on edge habitats where meadows or clearings are abutted to forest. Broadcast stations will be spaced at varied intervals to accommodate terrain, but generally 160 m to 240 m apart and placed on digital and paper maps for surveyors. Surveyors familiar with owls, raptors, and other species of birds and wildlife in the Sierra Nevada region will conduct surveys for great gray owl using acoustical equipment capable of broadcasting appropriate calls during either the early nesting season (until brooding period) or the late nesting season (brooding and fledgling period). The survey will be completed within six days as required per protocol. One round of surveys will be conducted at the project site. To increase the potential for detection of great gray owl, all surveys will be conducted in pairs and all surveys will be conducted during periods of suitable weather. All great gray owl detections will be plotted on aerial imagery and focused daytime searches for great gray owl will be attempted within 48 hours of a response during the evening surveys per the protocol (USFS 2000). If a great gray owl is observed, additional time will be required to determine the status of the owl and whether it is a resident bird, or part of a nesting pair. Results of great gray owl surveys will be documented on data sheets during the surveys and provided in a detailed technical memorandum detailing the methods and results of the surveys. The budget for this task assumes that one transect would be conducted in areas where surveys are needed based on USFS reports, and as needed, if habitat exists, on BLM and private lands. The budget for this task is based on our best professional opinion of the level of effort required to adequately survey the project alignment for this species based on a desktop review of species occurrences and habitats present. If surveys of more than 40 percent of the project alignment is required, additional transects are required, or multiple return visits are required to locate and determine the status of a great gray owl documented along the alignment, an augment would be required.

3) California Spotted Owl, CDFW Species of Special Concern

Acoustical surveys for California spotted owl (*Strix occidentalis*) will be conducted at intervals along the project alignment as determined during reconnaissance surveys using similar methods to the great gray owl surveys. Results of California spotted owl surveys will be documented on data sheets during the surveys and provided in a detailed technical memorandum detailing the methods and results of

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the surveys. The budget for this task assumes that California spotted owl surveys can be conducted concurrently with other raptor surveys. If California spotted owl surveys cannot be conducted concurrently with other raptor surveys due to agency direction, an augment would be required.

N. Aquatics Biological Evaluation/Biological Assessment

The Biological Technical Report will review the Project in sufficient detail to determine to what extent the proposed action may affect any threatened, endangered, proposed, and sensitive (TES) aquatic wildlife species or designated or proposed critical habitat of record for the project area. HELIX will review USFWS lists, CDFW CNDDDB occurrences, and the USFS database of wildlife detections and management areas for the project area as well as aerial photos, vegetation data, and other publicly available data for the project area to determine TES with the potential to occur in the project area and/or be impacted by the project. The BA/BE will include an effects analysis and design criteria to reduce and/or avoid impacts to TES. Based on a preliminary desktop review and discussions with USFS, California red-legged frog (*Rana draytonii*; Federal Threatened), foothill yellow-legged frog (*Rana boylei*; *State Candidate for Listing*), and western pond turtle (*Emys marmorata*; CDFW Species of Special Concern) are known to occur in the project region. Some intermittent or ephemeral drainages and wet meadows that could provide habitat for these species are present in and near the project area. The Biological Technical Report will include a discussion of these species and design criteria: to avoid impacts to these species and their habitats, if pertinent. The need for focused surveys for these species is not anticipated and not included in the scope of work for this task.

O. Wetlands and Sensitive Habitats

Existing wetland and habitat mapping databases will be reviewed to determine the extent of mapped wetlands and other sensitive habitats in the project area. Notable habitats will be mapped in the field during other fieldwork and will be depicted in a map, which will be used to refine treatment areas based on the sensitivity of the resource. The Biological Technical Report will include a description of the habitats present and areas needing to be avoided or treated using specific parameters to protect the resources (Riparian Conservation Area, Wetland Protection Zones, riparian buffers, etc.).

P. Noxious Weed Risk Assessment

HELIX will prepare a Noxious Weed Risk Assessment to evaluate the effect of the proposed project on California Department of Food and Agriculture (CDFA) listed noxious weeds and other invasive non-native plant species. The assessment will be prepared by a qualified botanist and will include a reconnaissance survey of areas at high risk for containing noxious weeds. Areas of noxious weeds will be mapped. The assessment will follow the direction in the Forest Service Manual section 2080, Noxious Weed Management (amendment effective since 11/29/95; USDA Forest Service 1991), which includes a policy statement calling for a risk assessment for noxious weeds to be completed for every project.

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Q. **Assumptions**

The Responsible Entities will initiate consultation with USFWS, as needed. HELIX will provide technical support for the consultation process.

R. **Subtask 3.2 - Deliverables**

- Biological Technical Report; draft and final.
- BA; draft and final (if needed).
- Noxious Weed Risk Assessment Report and Mapping

S. **Subtask 3.3 - Cultural Resources**

1) **Cultural Resources Record Searches**

a) HELIX will conduct a records search at the Central California Information Center (CCIC) located at California State University, Stanislaus. The records search will include reviews of the following:

- U.S. Geological Survey (USGS) topographic maps where archaeological sites are mapped;
- Department of Parks and Recreation (DPR) archaeological site records; data from previous surveys and research reports;
- historic maps;
- the Historic Property Data File;
- the National Register of Historic Places;
- the California Register of Historical Resources; and
- listings of California Historical Landmarks and Points of Historical Interest.

b) The records search will capture all documented cultural resources within 0.25-mile of the centerline of each fuel break. HELIX consulted with CCIC during preparation of their proposal, and CCIC provided an estimate which was used in determining the costs for this task. This Scope of Work also includes costs for conducting in-person records searches at the Stanislaus National Forest office in El Dorado Hills, California, and the BLM field office in Sonora, California. Additionally, a letter will be sent to the Native American Heritage Commission (NAHC) requesting a search of their Sacred Lands File (SLF) for Native American sites or resources that may be within or adjacent to the project area. From the Native American representatives list provided by the NAHC, letters will be sent to each tribal

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representative requesting additional information or concerns they may have about the proposed project. These letter requests are for informational purposes only and are not part of the AB 52 consultation process. AB 52 consultation is assumed, to not be, needed because the project is anticipated to be exempt from CEQA.

2) Cultural Resources Field Survey

HELIX archaeologists will conduct an intensive pedestrian survey of each of the seven fuel breaks in order to characterize any extant archaeological sites, artifacts, or structures more than 45 years old. The survey will consist of a pedestrian walk-over of each fuel break using standard 20-meter parallel transects.

Previously recorded sites will be relocated and updated and unanticipated discoveries will be documented as described below:

Relocate and Update 85 Existing Sites

To update each previously recorded site:

- Using GIS shapefiles provided by SNF and CCIC, relocate each site in the field.
- Confirm the accuracy of the locational data.
- Relocate enough of the site's artifacts, artifact concentrations, and features to confirm that the site boundary remains valid as previously mapped.
- If new artifacts or features are found outside of the previously mapped boundary, establish a new boundary to encompass the finds.
- If the boundary was revised in the field, record a new boundary with GPS and produce a hand-drawn sketch map in the field.
- Complete an SNF Heritage Resources Monitoring Record or Department of Parks and Recreation (DPR) Continuation Sheet and attach pictures depicting the site's current condition.
- If the site's boundary has been revised or new features have been added within the site's boundary, complete a SNF Site Record form or DPR Archaeological Site form and attach a sketch map and photographs.

Unanticipated Discoveries (Approximately 16 New Sites)

If a previously undiscovered archaeological site is found:

- Document locations of individual artifacts, artifact concentrations, and features with a sub-meter GPS unit, and complete a hand-drawn sketch map with the same information.
- Establish a site boundary and record it using GPS and sketch map.

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- Collect basic metric and qualitative attributes for all formed tools and temporally diagnostic items.
- Photograph all diagnostic artifacts, artifact concentrations, cultural features, and site overviews.
- At prehistoric sites, conduct basic *in situ* analysis of formed tools, temporally diagnostic items, and debitage.
- At historic sites, record and photograph chronologically diagnostic items in enough detail to estimate a period of use of the site.
- Fully document each site's current condition, including any disturbances or loss of integrity that the site has suffered.
- Back up all electronic data on paper forms to ensure that no data are lost in the event of an equipment malfunction.
- Documented each newly encountered site on SNF Site Record forms or DPR Primary and Archaeological Site Forms. These may be supplemented by SNF Historic Trail, Road, or Highway System Segment Record forms; Railroad Grade Segment Record forms; or other SNF or DPR forms, as appropriate. Completed forms will include location and sketch maps, site and artifact photographs, and tables or text describing individual artifacts and features.

3) Cultural Resources Inventory Report

A Cultural Resources Inventory Report, compliant with CEQA and Section 106 of the NHPA (Section 106), will be prepared upon completion of the survey. The report will include brief historic and prehistoric background sections, the results of the records search and Native American outreach, cultural survey findings, and maps depicting the project area and all areas surveyed. The report will also include: Recommendations for further study, evaluation, or mitigation of any cultural resources that may be affected by the proposed project; Land ownership of all survey area sections and any associated cultural resources will be clearly indicated in text, tables, and maps; Summary descriptions of each previously recorded and newly recorded archaeological site; A map set, appended to the report, that depicts the locations and boundaries of each previously recorded and newly recorded site; Analysis of impacts describing potential project impacts to each previously recorded and newly recorded site; Avoidance, minimization, and/or mitigation recommendations for each previously recorded and newly recorded site. Once finalized, a copy of the report and any new or updated site records will be filed with the CCIC.

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4) Assumptions

- Native American consultation associated with Section 106 compliance will be conducted by the Responsible Entities. No tribal consultation pursuant to AB 52 is expected because the project is anticipated to be exempt from CEQA. Upon request, HELIX will assist in the administrative tasks associated with tribal notification, consultation, and documentation for the project's administrative record.
- Portions of fuel breaks with slopes greater than 15 degrees will not be surveyed due to safety reasons, and because the likelihood of encountering cultural resources in these areas is low.

T. Subtask 3.3 - Deliverables

Cultural Resources Inventory Report; draft and final.

ARPA Application Form to USFS

U. Task 4 - NEPA/CEQA

The purpose and need and proposed action will be prepared by the USFS for use by HELIX. The purpose and need and proposed action provided will be in final format and sufficient in detail to support the CEQA and NEPA analyses and decisions.

V. Subtask 4.1 - NEPA

- 1) HELIX will organize, prepare, and edit separate NEPA documents for each Responsible Entity (BLM, USFS, HCD) in accordance with NEPA regulations and the applicable NEPA policy for the Responsible Entity. The NEPA environmental reviews will be completed at a level of Categorical Exclusion for the USFS, and Environmental Assessments will be prepared for both HCD and for the BLM. HELIX will coordinate with the Responsible Entity to ensure the appropriate form and/or document is being provided and is consistent with the requirements of the Responsible Entity. Part of the NEPA process will include an evaluation of the existing NEPA analysis documents covering the project area.
- 2) Documentation of NEPA of adequacy of the existing documents will be provided, as appropriate. For HCD, the documents will follow the CEQ Regulations, and 24 CFR 58 for NEPA environmental analysis. A HUD Statutory Checklist will be prepared, and the EA will consist of completed HUD Environmental Assessment Form Determinations and Compliance Findings for HUD-assisted Projects (24CFR Part 58). A finding of no significant impact (FONSI) is anticipated and will be prepared. No partner worksheets will be prepared.
- 3) For the BLM, the documents will follow the CEQ Regulations, BLM NEPA Manual Handbook H-1790-1, Departmental Manual Part 516 Chapter 11. The EA will be consistent with the procedures and content described in Chapters 6 and 8 of the BLM NEPA Manual Handbook H-1790-1. A FONSI is anticipated and will be prepared, and a decision record will be prepared. No public scoping documents are anticipated and are not included in this scope of work.

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- 4) For the USFS, the documents will follow the CEQ Regulations, USFS Manual 1950, Handbook 1909.15, 36 CFR 220, and 36 CFR 218 for NEPA implementation. A Decision Memorandum will be prepared.
- 5) HELIX will provide responses to public comments on the EAs. Due to the nature of the work, it is assumed there will be between five to 10 public comments that will need to be responded to and HCD and BLM staff will assist with responses. Based on EA requirements, no public hearing is needed for either HCD or BLM environmental review records. This scope of work does not include attending public hearings.

W. **Subtask 4.1 - Deliverables**

- Draft and Final NEPA Categorical Exclusion document for USFS; Determination of no extraordinary circumstances
- Draft and Final NEPA Environmental Assessment for BLM; Finding of No Significant Impact (FONSI); Decision Record
- Draft and Final HUD Statutory Checklist; Draft and Final NEPA Environmental Assessment Form for HUD-assisted Projects for HCD; Finding of No Significant Impact (FONSI)
- Responses to public comments on EAs, in coordination with BLM and HCD

X. **Subtask 4.2 - CEQA**

HELIX will organize, prepare, and edit a CEQA document for the CEQA Lead Agency (HCD) in accordance with current CEQA statutes and guidelines. It is assumed that the CEQA environmental review will be completed at a level of Categorical Exemption. This task includes preparation of the Categorical Exemption and the Notice of Exemption. The CEQA document prepared may follow the format of the CAL FIRE CEQA environmental review report for Categorical Exemptions.

AA. **Subtask 4.2 - Deliverables**

- Categorical Exemption; draft and final.
- Notice of Exemption; draft and final.
- File Notice of Exemption with State Clearinghouse

5. **Performance Requirements/Milestones and Penalties**

- A. Per Federal Register Notice FR-5936-N-01, all Agreements which are paid for with NDR funding must have performance milestones and penalties. The performance milestones listed below are only for key components of the Work, therefore do not reflect all Work and deliverables listed above.

EXHIBIT A

- B. The following are the performance milestones included in this Agreement and are based on the schedule included below:
- 1) Contractor team of staff will meet in person or via conference call at least quarterly with SNC and HCD staff during the term of the Agreement.
 - 2) At least 30 days after DGS Approval of this Agreement, the Contractor will convene a kick-off meeting with SNC, HCD, USFS and BLM staff. This meeting will allow for introductions and establishment of working relationships among Contractor staff and agencies they will be working for. The Contractor will lay out their methodology for conducting the reviews and interview agency staff for resources available in completing the ERRs.
 - 3) At least 60 days after DGS approval of this Agreement, Contractor will have conducted an initial review of the project sites and confirmed the level of NEPA and CEQA reviews for each agency. The Draft Work Plan will be distributed to the Project Partners within 90 days of DGS approval of this agreement. Completion of the Draft Work Plan is partially contingent on the Project Partners providing existing information/survey and project data for the project area.
 - 4) At least 180 days after DGS approval of this Agreement, Contractor will have conducted all field surveys and provided Project Partners with information required to initiate Section 106 Tribal Consultation. **Under this Amendment, the time frame has been extended to at least 100 days after DGS approval of this Amendment.**
 - 5) At least 365 days after DGS approval of this Agreement, Contractor will have all NEPA and CEQA ERR reviews completed for each of the three agencies (although the statute of limitations/appeals timeframe may not be complete). **Under this Amendment, the timeframe has been extended to at least 180 days after DGS approval of this Amendment.**
- C. HCD reserves the right to withhold ten percent of Contractor's payment amount if any of the performance milestones listed above are not reached. Such retained amount will be withheld until Contractor documents to the satisfaction of HCD that they have come into compliance with the performance milestones. Contractor will be excused from the performance obligations of Section 5.B above, to the extent that Contractor's non-compliance of a given performance milestone is the result of HCD's failure to timely perform under this Agreement and such failure prevented Contractor from timely satisfying the applicable performance milestone.

6. Effective Date and Term

- A. This Agreement is effective upon approval by the Department of General Services (DGS). The termination date of this Agreement is June 30, 2021. No services will be provided before approval by DGS, or after the termination date.
- B. HCD reserves the right to amend this Agreement at any time during this Agreement term. The amendment may add funds not to exceed 30 percent of the Original Agreement, as stated in Exhibit B and may extend the term of this Agreement for an additional year, should it become necessary to complete the agreed upon Work and upon approval by DGS. **This option has been fulfilled with this amendment.**

EXHIBIT A

SCHEDULE	
TBD and as needed	<ul style="list-style-type: none"> Community Engagement/Key Stakeholder Meetings/Property Owner Notification
Month 1	<ul style="list-style-type: none"> HELIX receives Notice to Proceed HELIX arranges Project Initiation/Kick-off Meeting with Project Partners, review timeline, communication protocol, and roles and responsibilities, and establish meetings Conduct reconnaissance level field review (HELIX)
Months 1 - 3	<ul style="list-style-type: none"> Project Partners provide existing information/survey and project data for project area HELIX reviews existing documentation, prepare draft Work Plan USFS provide the purpose and need and proposed action Hold bi-weekly project status meeting with SNC Project Coordinator, and monthly meeting with Project Partners
Months 4 - 5	<ul style="list-style-type: none"> Project Partners provide feedback or approval of draft Work Plan HELIX prepare Final Project Guide HELIX initiate coordination between resource specialists so any needed surveys may commence during the appropriate season; specialists initiate records searches, review existing databases Hold bi-weekly project status meeting with SNC Project Coordinator, and monthly meeting with Project Partners Commence field surveys and studies for Resource Reports
Months 5 - 6	<ul style="list-style-type: none"> Initiate Section 106 Tribal Consultation Commence field surveys and studies for Resource Reports Hold bi-weekly project status meeting with SNC Project Coordinator, and monthly meeting with Project Partners HELIX submit draft Biology Technical Report to Project Partners
Month 7	<ul style="list-style-type: none"> Project partners provide feedback on Biology Technical Report Hold bi-weekly project status meeting with SNC Project Coordinator, and monthly meeting with Project Partners
Month 8	<ul style="list-style-type: none"> HELIX receives Notice to Proceed to conduct Amendment work HELIX address comments on Biology Technical Report and submit to Team Initiate consultation with agencies (i.e., Section 7 consultation with USFWS, as needed) Commence additional cultural field work Hold bi-weekly project status meeting with SNC Project Coordinator, and monthly meeting with Project Partners
Month 9	<ul style="list-style-type: none"> Conduct additional cultural field work Hold bi-weekly project status meeting with SNC Project Coordinator, and monthly meeting with Project Partners
Month 10	<ul style="list-style-type: none"> HELIX submit draft NEPA and CEQA documents to Project Partners Conduct additional cultural field work and write cultural report Hold bi-weekly project status meeting with SNC Project Coordinator, and monthly meeting with Project Partners
Month 11	<ul style="list-style-type: none"> HELIX submit cultural report to Project Partners and work with team to finalize (Note: Section 106 is complete once the USFS approves the document due to programmatic agreement between SHPO and the USFS – confirmed by Kathy Strain on 10/11/2019) HELIX work with team to finalize NEPA and CEQA documents

EXHIBIT A

Month 12	<ul style="list-style-type: none">• Commence two-week public review for BLM and HCD EAs.• HELIX provide responses to comments on EA in coordination with team
Month 13	<ul style="list-style-type: none">• Decision Memorandum (USFS), FONSI and NOI/RROP (HCD), FONSI and Decision Record (BLM), Notice of Exemption signed and posted/filed•
Month 14	<ul style="list-style-type: none">• 35-Day Statute of Limitations for CEQA Notice of Exemption• 15 - 30-Day Appeal Timeframe for NEPA

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Amount

The total amount of this Agreement with Amendment #1 shall not exceed \$329,940.00.

2. Budget Detail

TASKS*	COST
Task 1 – Project Management and Administration	\$30,800
Task 2 – Develop Work Plan	\$17,600
Task 3 – Resource Studies	
Subtask 3.1 – Environmental Coordination	\$5,600
Subtask 3.2 – Biological Resources: Secure Records/Data and Produce Final Report Cost of Field Survey Work	\$25,590 \$59,710 Total: 85,300
Subtask 3.3 – Cultural Resources: Secure Records/Data and Produce Final Report Records Purchase Cost Reduction (\$10,767) Cost of Field Survey with added \$10,767	\$26,621 \$46,379 Total: \$73,000
Subtask 3.4 – Remove Water Resources Task Move funds (\$8,300) to Task 4, Subtask 4.1.	\$8,300
Task 4 – NEPA/CEQA	
Subtask 4.1 – NEPA Cost of NEPA Review with added \$17,900	\$36,200
Subtask 4.2 – CEQA	\$5,300
Task 5 – Remove Public Involvement Task. Move reduced funds (\$9,600) to Task 4, Subtask 4.1.	\$9,600
Subtotal for Existing Agreement with Adjusted Tasks Fixed Price Amount	\$253,800
Subtask 3.3 – Amendment Increase in Work for Cultural Resources (existing and new sites) cataloging, documentation and final report.	\$64,370
Subtask 4 – Amendment Increase in Work for NEPA EA Level of Reviews	\$11,770
Subtotal for Amendment with Increased Fixed Price Tasks Amount	\$76,140
TOTAL AMENDED FIXED PRICE CONTRACT	\$329,940

*Refer to Exhibit A, for Milestones and Timeline on Task implementation for 24-month contract.

EXHIBIT B

3. Billing Schedule for Adjusted Tasks

Payment of Tasks Based on Currently Anticipated Percentage Completed	% Complete	Amount Reimbursed	Projected Billing Month
Task 1- Project Management and Administration			
Initial meetings (Kick-off Meeting, and three additional), set up process and timeline, reconnaissance level field review (project manager).	10%	\$3,080	2
On-going regular coordination and team meetings.	40%	\$12,320	12
On-going regular coordination and team meetings; Complete all environmental reviews and process final payments.	50%	\$15,400	24
Total Cost of Task 1	100%	\$30,800	
Task 2- Develop Work Plan			
Receive data from Project Partners, Draft Work Plan prepared and submitted	50%	\$8,800	2
Final Work Plan prepared and submitted	50%	\$8,800	3
Total Cost of Task 2	100%	\$17,600	
Task 3- Resource Studies			
Task 3.1 Environmental Coordination			
Coordinate with resource specialists to confirm scope of work/approach	100%	\$5,600	3
Total Cost of Task 3.1	100%	\$5,600	
Task 3.2 Biological Resources			
Conduct records searches and data gathering	15%	\$12,795	4
Conduct biological resource surveys	70%	\$59,710	6
Draft and Final Biological Resource Reports prepared and submitted	15%	\$12,795	8
Total Cost of Task 3.2	100%	\$85,300	
Task 3.3 Cultural Resources			
Conduct records searches and data gathering	6%	\$8,903	4
Separate cost to purchase records data (actual cost based on invoice from cultural information center)	2%	\$13,646* \$2,879	4
Conduct cultural resource surveys (\$10,767 added from data savings above and \$37,600 added for extra survey work, per Section 2)	62%	\$83,979	6
Draft and Final Cultural Resource Report (\$26,770 for adding in extra survey work, per Section 2)	30%	\$41,609	10
Total Cost of Task 3.3	100%	\$137,370	

EXHIBIT B

Task 3.4 Water Resources			
Conduct records searches and data gathering	0%	\$8,300*	4
Total Cost of Task 3.4	0%	\$8,300*	
Payment of Tasks Based on Percentage Completed			
	% Complete	Amount Reimbursed	Month Completed
Task 4- NEPA/CEQA Completion			
Finalize purpose and need	5%	\$1,180	8
Prepare and submit Draft NEPA and CEQA documents (\$8,300 added from deleted Task 3.4 and \$11,770 in additional EA work, per Section 2)	45%	\$30,690	9
Prepare and submit revised NEPA and CEQA documents and supporting notices (\$9,600 added from deleted Task 5)	45%	\$20,220	11
Complete Noticing and Posting, Prepare Responses to Comments on EAs	5%	\$1,180	12
Total Cost of Task 4	100%	\$53,270	
Task 5- Facilitate Public Participation			
Public Meetings or Hearings	0%	\$9,600*	12
Total Cost of Task 5	0%	\$9,600*	
TOTAL AMENDED FIXED PRICE CONTRACT			\$329,940

4. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of monthly Funds Request forms with invoices and documentation of completed Task in accordance with the Section 3 Billing Schedule for Adjusted Tasks, HCD agrees to compensate the Contractor the monthly invoice amount. All supplies, travel and staff time costs are included in Tasks. The cost of the cultural information center records search will be invoiced separately with the invoice from the center provided and a five percent mark-up applied.
- B. Invoices must include this Agreement number and a Purchase Order number. The Purchase Order number will be provided at a later time by the Contract Manager. Handwritten Agreement number is not acceptable.
- C. Invoices shall be submitted not more frequently than monthly, in arrears, to:

Department of Housing and Community Development
 Accounting Division
 2020 W. El Camino Avenue, Suite 300
 Sacramento, California 95833
 (916) 263-6612

EXHIBIT B

5. Budget Contingency Clause

- A. All agreements/contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 30-day cancellation clause and the following provisions:
- 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year 2017-2018 for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 - 4) The Department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.
- B. Exemptions from provisions 4.A.1) through 4.A.4) above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. GC § 8546.4(e) provides that State agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Department of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.
- D. It is mutually agreed that if the Budget Act and/or HUD's award to HCD of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the contract, this Agreement shall be of no further force and effect. In this event, HCD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- E. If funding for any fiscal year is reduced or deleted by the Budget Act and/or HUD's award to HCD for purposes of this contract, HCD shall have the option to either cancel this Agreement with no liability occurring to HCD, or offer an agreement amendment to Contractor to reflect the reduced amount.

EXHIBIT B

6. Prompt Payment Clause

Reimbursement Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.