

**CITY OF ORLAND  
PROFESSIONAL SERVICES AGREEMENT  
WITH SHN**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of July, 2025 ("Effective Date"), by and between the CITY OF ORLAND, a municipal corporation ("City"), and SHN, ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to perform planning services on an as needed basis, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Complete satisfaction of the City shall be deemed achieved as long as all professional services to be provided by Consultant pursuant to this Agreement are provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; complete satisfaction of the City shall be deemed achieved as long as all professional services to be provided by Consultant pursuant to this Agreement are provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section

shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth on page 5-1 of SHN's proposal dated April 2025. Consultant's total compensation shall not exceed Two Hundred Thousand Dollars (\$ 200,000.00) per fiscal year.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this

Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on June 30, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by [ 2] additional [1 ] year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. Consultant may terminate this agreement for cause, upon ten (10) days written notice to the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

#### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per



occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Orland and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Orland, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Orland shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Orland, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against

whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

SHN  
350 Hartnell Ave. Suite B  
Redding CA 96002  
Tel: (530) 221-5424

IF TO CITY:

City of Orland  
815 4<sup>th</sup> St.  
Orland, CA 92626  
Tel: (530) 865-1600

6.5. Drug-Free Workplace Policy. Consultant agrees to comply with the requirements of the California Drug-Free Workplace Act of 1990 (Government Code sections 8350 et seq.), including the provisions of section 8355, by certifying that it will provide a drug-free workplace. Consultant shall take all actions required under section 8355, including notifying employees of the prohibition on controlled substances in the workplace, establishing a drug-free awareness program, and requiring employees to comply as a condition of employment under this Agreement.

6.6. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Glenn County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligent performance or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The obligation provided for hereunder shall apply whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the negligence or willful misconduct of Consultant, its employees, and/or authorized subcontractors with respect to the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the active

negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contracts with the public entity. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data or any other Project related items as requested by City at no additional cost.

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.25. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending

provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF ORLAND**

\_\_\_\_\_  
Janet Wackerman  
Interim City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jennifer Schmitke  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Drexel  
City Attorney

Date: \_\_\_\_\_

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**





**CITY OF ORLAND**

**REQUEST FOR PROPOSALS**

*Comprehensive Professional  
Planning Services*

Proposals Must be Received No Later than 4:00 p.m., April 28, 2025

Remit To:  
City of Orland  
Jennifer Schmitke, City Clerk  
815 Fourth Street  
Orland CA 95963

## **REQUEST FOR PROPOSALS OUTLINE**

- I. PURPOSE
- II. BACKGROUND
- III. SCOPE OF SERVICES
- IV. PROPOSAL SUBMITTAL
- V. SUBMITTAL REQUIREMENTS
- VI. PROPOSAL REVIEW AND EVALUATION CRITERIA
- VII. TIMELINE
- VIII. ADDITIONAL REQUIREMENTS

# City of Orland

## Request for Proposal

### For

## Comprehensive Professional Planning Services

#### I. PURPOSE

The purpose of this Request for Proposal (“RFP”) is to solicit, select and award a contract for the provision of comprehensive professional planning services as needed by the City of Orland. The City aims to provide timely, efficient, and professional service responsive to the needs of the City and of project applicants.

#### II. BACKGROUND

Orland is located in the Sacramento Valley region of Northern California, lying inland between the State's coastal mountain ranges and the Sierra Nevada Mountains. Orland is situated approximately 100 miles north of the City of Sacramento on Interstate 5, roughly halfway between Portland and Los Angeles. The City has robust commercial activity at the I-5 / SR32 interchange, and a remarkably popular set of boutique shops and excellent restaurants.

The regional economy continues to be predominantly based upon agricultural production and agriculturally oriented industry. “The Queen Bee Capital of North America,” Orland boasts more producers of queen bees than anyplace, local families who have mastered the art and science of cultivating starter units for beekeepers worldwide.

Approximately half of Glenn County’s population lives in and near Orland. Orland’s general fund is heavily dependent on sales tax revenue from refueling operations. The City is keenly aware of the need to expand and diversify its economy.

#### III. SCOPE OF SERVICES

The consulting planner or planning firm will be asked to provide and manage a full range of municipal planning services for the City. The service expectation is to rise above a task-based service approach to the provision of a fully comprehensive municipal planning service; provide expertise in comprehensive municipal planning (short and long range), zoning, residential and commercial development, and provide a range of professional planning services and local government technical assistance. The ideal firm would demonstrate a history of competence providing planning services, a clear understanding of CEQA guidelines and the wherewithal to review and successfully guide project applicants through the development/CEQA process, with a proven commitment to excellent customer service.

#### IV. PROPOSAL SUBMITTAL

- A. Printed on paper proposals are acceptable if a digitized version is also received.
- B. Proposals will be accepted until 4:00 p.m., April 28, 2025. Acceptable forms of delivery would be by email to [cityclerk@cityoforland.com](mailto:cityclerk@cityoforland.com) , and by U.S. Mail or other third-party delivery services, or personal delivery to:

**City of Orland**  
**Jennifer Schmitke, City Clerk**  
**815 Fourth Street**  
**Orland, CA 95963**

- C. Submittal of proposals will be at the proposer's risk. **Proposals received after 4:00 p.m., April 28, 2025, may not be considered.**
- D. Proposals must be signed by a duly authorized officer of the bidding organization, delivered along with all required documents.
- E. All costs of proposal preparation and submittal shall be the responsibility of the proposer.
- F. A professional services rate sheet must be submitted in a separate attachment showing rates for City services.
- G. All questions relating to this proposal must be received in writing via e-mail addressed to [cityclerk@cityoforland.com](mailto:cityclerk@cityoforland.com) . Questions will not be accepted via any other method or format. All questions and responses will be distributed to all prospective bidders who have registered with the City of Orland through [Public Purchase](#).
- H. All materials submitted in response to this Request for Proposal become the property of the City of Orland.

#### V. SUBMITTAL REQUIREMENTS

Candidates shall submit proposals that thoroughly respond to the items listed below. The most responsive proposals will address the issues in this section, while minimizing unnecessarily elaborate presentation materials beyond that sufficient to present a complete and effective response. The proposal must be organized and presented in the order as outlined in this section. Failure to do so may remove the proposer/consultant/bidder from further consideration.

##### 1. Statement of Understanding

The proposal must provide a detailed description of the candidate's approach to the performance of the services requested that illustrates the candidate's knowledge of municipal planning functions and needs, and demonstrates an understanding of the nature of the work being requested.

## 2. Proposed Team Members

Identify and provide brief descriptions of the primary responsible representative(s) and title(s); an organizational chart of the team anticipated to be involved in providing the services is optional. Provide the role and relevant background experience of the individuals involved in providing the services to the City, including a brief description of the education, experience and qualifications of the key personnel.

## 3. Approach and Availability

Provide an understanding of the approach your firm proposes to accomplish this task to include assigned staff, customer service, hours committed to counter hours, response times, routing times (when submitted to support staff or higher lever task specific staff (e.g., CEQA). Note that currently Orland has on-site in-person planner services one day per week, one planning commission meeting per month, occasional required attendance at city council meetings which are held twice monthly. Firms should consider including in their proposals this level of service and attendance at one city council meeting per month as part of the engagement.

## 4. References

Provide at least three (3) references of other public agencies (including contact name, email addresses, and telephone numbers) that City staff may contact to verify the experience of the proposer, preferably identifying projects performed for those references that are relevant or similar in nature to the planning services requested in this Request for Proposal.

## 5. The Cost of Services.

The proposal should state the cost of the services to be provided to the City identifying the following:

- A. The hourly rate for each person or professional classification providing service to the City;
- B. The time increment(s) billed for services provided to the City;
- C. Any additional charges billed for providing services to the City; and
- D. The billing policies of the bidder.

The proposal should include a sample or template of the firm's public agency professional services agreement and sample invoice.

## VI. PROPOSAL REVIEW AND EVALUATION CRITERIA

- A. City staff will evaluate the proposals to determine responsiveness and the respective qualifications and experience of each responding party.
- B. A responsive bidder is one whose proposal substantially complies with all requirements of this Request for Proposal.
- C. A responsible bidder is one which:
  - 1. Demonstrates the competency, experience, and education required to effectively perform the duties enumerated in the Scope of Services;
  - 2. Has the experience of successfully performing similar services;
  - 3. Demonstrates a commitment to be regularly and readily accessible to the City regarding all aspects of planning services and progress of applications and projects;
  - 4. Has no record of unsatisfactory performance, lack of integrity, and/or poor business ethics;
  - 5. Is otherwise qualified and eligible to receive a contract award under applicable statutes and regulations; and
  - 6. Whose qualifications and record of performance are verified by acceptable references.
- D. The City reserves the right to declare any proposal irregular and disqualified for award if it is conditional, incomplete, or not responsive to this Request for Proposal.
- E. The City reserves the right to waive any proposal irregularity. However, this will not relieve the Contractor from full compliance with the contractual requirements if awarded the contract.
- F. The City reserves the right to reject any and all proposals. The City Reserves the right to re-start the Request for Proposal process, and/or to perform any or all planning services with City staff.
- G. The contract award may not be based solely on price. A combination of factors determined to be in the best interest of the City will be considered.
- H. The selected bidder will be expected to enter into a contract with the City of Orland and the City reserves the right to negotiate all terms of any such contract.

## VII. TIMELINE

RFP Issuance	March 25, 2025
Question Submittal Deadline	April 17, 2025
RFP Submittal (4:00 pm)	April 28, 2025
Interview Date (tentative)	May 6, 2025
Reference checking, second interviews as needed	
City Council Award of Contract (tentative)	May 20, 2025

## VIII. ADDITIONAL REQUIREMENTS

- A. The successful bidder must obtain a business license with the City of Orland prior to the commencement of any work performed.
- B. The successful bidder must acknowledge that the individual or entity performing services is doing so as an independent contractor of the City of Orland and will provide a Form W-9 upon signing of Professional Services Contract.

### C. Insurance and Indemnification

- a. The successful bidder shall, at its sole cost and expense, procure, pay for and keep in full force and effect the following insurance coverages:
  - i. Commercial General Liability Insurance with respect to the operations of the contractor in the performance of services on behalf of the City per current ISO form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000) per occurrence, and Commercial Automobile Liability insurance for owned and non-owned autos with limits of not less than One Million Dollars (\$1,000,000) combined single limit. Such policies shall identify "the City of Orland" as an additional named insured and provide that such policy may not be cancelled or permitted to expire without at least thirty (30) days' prior written notice to the City of Orland of such intended cancellation.
  - ii. Workers' Compensation coverage for all contractor employees as required by California Labor Code § 3700.
  - iii. The successful bidder shall maintain professional liability (errors and omissions) insurance, in a minimum limit of One Million Dollars (\$1,000,000) covering the wrongful or negligent acts, errors, or omissions of the contractor, its managers, employees, agents and representatives in connection with the performance of its duties and services for and on behalf of the City.
  - iv. The successful bidder shall provide to the City a true and exact copy of each paid in full policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein prior to the effective date of any agreement entered into as a result of the bidding process, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage.
  - v. All the above listed policies of insurance are required and shall be written by responsible insurance companies authorized by the State of California.



b. Indemnification.

The successful bidder shall indemnify, defend, and hold harmless the City and its officers, council members, employees, attorneys and agents against and from any and all liabilities, losses, demands, actions, expenses or claims, including reasonable attorney's fees and court costs, arising from any act or omission by the contractor, its officers, directors, attorneys and/or agents.

*Small, minority and female-owned businesses and Section 3 business concerns are encouraged to apply.*

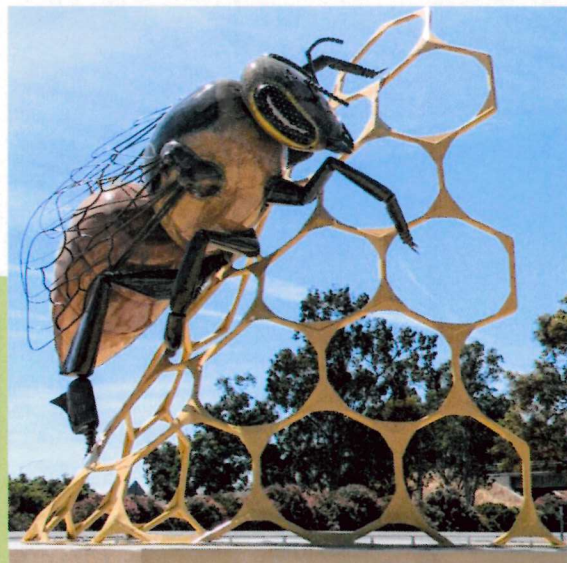
*The City of Orland is an Equal Opportunity Provider.*

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**



# Proposal

## Comprehensive Professional Planning Services



**PREPARED FOR:**

City of Orland  
815 Fourth Street  
Orland, CA 95963

**DATE:**

April 2025

**PREPARED BY:**

SHN  
350 Hartnell Avenue, Suite B  
Redding, CA 96002

#525000.010



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**Phone:** (530) 221-5424 **Email:** info@shn-engr.com **Web:** shn-engr.com  
350 Hartnell Avenue, Suite B, Redding, CA 96002-1875

Reference: 525000.010

April 24, 2025

C/O Jennifer Schmitke, City Clerk  
City of Orland  
815 Fourth Street  
Orland, CA 95963

**Subject: Proposal to Provide Comprehensive Professional Planning Services**

Dear City of Orland:

Successful assignments are built on the successful relationship between an agency and their consultant, and the unique understanding and knowledge that each individual brings to that relationship. For the City of Orland's Comprehensive Professional Planning Services retainer, SHN is committing a team of municipal and environmental planners who have successfully worked with municipalities and local stakeholders for over 20 years. The unequalled experience, knowledge, and proven ability of our staff has been earned through their work on all types of complex development projects in the City; throughout northern California; and through the personal involvement of our team in preparing, coordinating, and presenting defensible entitlement documents and associated environmental analyses.

The SHN team is organized to provide the City with the following strengths for this as-needed contract:

**Earned Experience:**

The experience of our key team members is based on projects for our north state municipal clients, not just the corporate experience of the company. Over the years, these key team members have worked with various municipalities to provide contract financial management, project execution and delivery, and quality control of multiple environmental documents. Our additional in-house support staff also brings to the team years of experience working directly on major planning and development projects for public agencies throughout the north state. Our clients can all attest to the high level of professionalism and responsiveness each of our staff brings to complex and often controversial projects.

**Expertise in Municipal Planning Support:**

SHN has decades of experience providing similar planning services as described in the RFP. Locally, SHN is providing municipal planning services to the following agencies: City of Redding, City of Alturas, City of Anderson, City of Corning, Shasta County, Modoc County, Siskiyou County, Tehama County, Plumas County, Lassen County, and Trinity County. The enclosed proposal provides a summary of the planning services that we've provided to our municipal partners, in addition to several brief project descriptions and client references.





**Seasoned Team Leader:**

Regional Principal and Senior Planner, Bruce Grove, has completed numerous projects for a variety of north state clients. With 29 years of experience in planning, environmental analysis, and community outreach, he provides the skillset needed to provide leadership and management for all aspects of this as-needed contract. His record of maintaining budget, schedule compliance, and solid legal defensibility on complex public agency and private development projects has led to numerous repeat clients.

**Local Contract Management:**

Bruce has experience in coordinating SHN's resources on numerous projects throughout the state and will be the single point of contact for all planning assignments. Bruce brings a unique understanding of modestly-sized municipality requirements and approaches, knowledge of the specific stakeholder interests throughout the region, and a commitment to providing in-person, hands-on project coordination and management needed to deliver the high quality of performance that our clients have come to expect from him. He is committed to his role throughout the duration of this contract and is available to provide all needed support to the City.

**Responsive Service:**

SHN has a proven record of providing repeat services to public clients and we are organized to efficiently respond to the requirements of both large and small projects as part of as-needed contracts, often serving as an extension of agency staff. We strive to maintain open and available avenues of communication for our clients, either by telephone, via email, or through in-person visits, when necessary.

**Built-In Flexibility to Meet Client Demands:**

As a multi-office firm, SHN maintains significant company-wide professional and technical planning resources, allowing us to utilize professional staff from our Redding office and six other offices, thus being able to meet a tight schedule or suddenly increased workload, should these conditions arise for the City. Our generally smaller and local municipal clients have found this flexibility an advantage because the right expertise is readily available for their assignments.

**Proven Ability to Implement an Effective Work and Staffing Plan:**

For each City of Orland planning assignment, we propose to develop an efficient and responsive approach that builds on our potential ongoing work efforts, our understanding of key local issues, and our experience with similar projects. Our staff will be consistently available to meet with the City for project reviews, and to provide support for public meetings and presentations. As Project Manager, Bruce's commitment to the City of Orland is ensuring that we maintain the participation of our core staff throughout the duration of the contract, providing the City with both continuity in understanding project issues and a consistent approach.



**SHN's Commitment to the City of Orland:**

SHN has a long record of success on many of the most significant projects in our market region. SHN has committed its time, resources, and expertise to furthering local needs, supporting responsible development, and protecting the character and health of these communities. We fully understand the level of effort that this contract may require, and we are prepared to provide the necessary resources to ensure success. This commitment provides the City with the confidence that SHN will remain a consistent and dedicated partner at every step.

On behalf of all of us at SHN, we will provide the level of responsiveness, quality, and structured management approach that the City expects from its on-call planning team. Our commitment to the City of Orland and, specifically, this as-needed contract, is fully supported by SHN's Board of Directors. To that end, SHN is committing Bruce Grove and his team of professional municipal planners in the roles identified in the attached Proposal, throughout the duration of the contract. Again, we are truly excited about this opportunity and look forward to our potential collaboration with the City of Orland!

Also, as one of SHN's regional principals, I am fully authorized to enter into contracts on behalf of SHN. If you have questions regarding our proposal, please contact me at 530-221-5424 or via email at [bgrove@shn-engr.com](mailto:bgrove@shn-engr.com).

Respectfully,

**SHN**



Bruce R. Grove Jr.  
Regional Principal

BRG: dla

Enclosure: Proposal



# Cover Letter



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Reference: 525000.010

# Proposal

## Comprehensive Professional Planning Services

Prepared for



**City of Orland**

815 Fourth Street  
Orland, CA 95963

April 2025

Prepared by:



# Interior Cover Page



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## *Selected Client Testimonials*

**"Bruce Grove and SHN have been very professional in their approach and have provided documents that met the scope and timing of the required work. They have made extensive efforts to remain on time and within budget on all of their work with us. It is without hesitation that I would recommend the services of Bruce Grove and SHN."**

*Paul Hellman, Director of Resource Mgmt. (Former)  
Shasta County*

**"From the onset, SHN has been a reliable and consistent partner to Trinity County serving as the lead environmental consultant and/or staff planner on several projects. SHN has provided quality deliverables and has been flexible in responding to the dynamic needs of the local community and County. The professionalism of all SHN staff with our internal and external stakeholders has ensured the delivery of high quality products for each project."**

*Kim Hunter, Director of Building and Planning (Former)  
Trinity County*

**"Mr. Grove not only demonstrated an expertise in CEQA, but also an ability to effectively and promptly respond to changing conditions and City direction during the process. In my opinion, he has an excellent understanding of the local planning entitlement process and, therefore, was able to anticipate and skillfully address the City's needs as the EIR document and project were approaching the entitlement hearings. I sincerely enjoyed the experience of working with Mr. Grove."**

*Doug DeMallie, City of Redding Planning Mgr. (Retired)  
Salt Creek Heights Planned Development EIR*

**"Probably one of the most conscientious and easy-to-work-with group of professionals that we have the privilege to work within our creative endeavors. We would recommend the entire staff as top notch professionals who make environmental issues tenable to the uninitiated. We have profited by our association and been extremely pleased with their product."**

*Steve Paine, General Manager (Former)  
Willow Creek Community Services District*

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## Firm Profile

SHN is a multi-disciplinary firm meeting the needs of communities in Northern California and Southern Oregon for 46 years.

SHN is comprised of 125 employees who represent various disciplines, including civil engineering, planning and permitting, geosciences, environmental services, surveying, biological sciences, and materials testing/special inspection.

SHN provides a full range of services for public and private projects. Our project managers have worked on numerous complex, multidisciplinary projects requiring technical expertise, creative solutions for design modifications or mitigation, and a thorough understanding of local, State, and Federal regulations. This breadth of experience allows SHN to employ a diverse pool of professional staff that brings value far beyond their credentials.



*This project will be managed from SHN's regional office located in Redding, California.*

## SHN Overview

- SHN was founded in 1979.
- SHN is 100% employee-owned and approximately 30% of its employees are shareholders.
- SHN supports seven regional offices (Redding, Eureka, Willits, and Fort Bragg, California; and Coos Bay, Klamath Falls, and Lakeview, Oregon).
- SHN provides numerous services within these general service areas:
  - Civil Engineering
  - Planning and Permitting
  - Environmental Services
  - Geosciences
  - Surveying and Unoccupied Aerial Vehicles
  - Biological Sciences
  - Materials Testing/Special Inspections
- The City of Orland's Comprehensive Professional Planning Services Project will be managed by Regional Principal, Bruce R. Grove Jr., from SHN's Redding office:
  - Address: 350 Hartnell Avenue, Suite B, Redding, CA 96002
  - Telephone: 530-221-5424
  - Fax: 530-221-5424
  - Email: [bgrove@shn-engr.com](mailto:bgrove@shn-engr.com)



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## Municipal-Planning Partnerships in the North State

Modestly-sized and/or rural municipalities are a key client type for SHN. We understand that taxpayer funds are finite and we strive to provide practical, elegant, and cost-effective solutions for our clients. The graphic below presents a visual snapshot of SHN's current municipal planning-service partnerships within the north state.







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## Relevant Industry Experience

The following narratives present our team's general experience pertaining to the City's proposed scope of services for its upcoming professional services contract.

### Land Use Planning

SHN has more than 36 years of experience providing land use expertise for our municipal clients. We routinely complete short-term land use planning projects for a many cities, counties, tribes, and special districts. Typical projects include general plans and amendments, zoning ordinance amendments, business park design, design guidelines and gateway plans, downtown improvement plans, recreational and trail plans, stream and wetland restoration and enhancement plans, and sustainability and climate action plans. Most of these land use plans also require multiple permits and CEQA/NEPA review, which SHN can also assist with.

### Preparation of Development Services Staff Reports, Studies, Correspondence

SHN has prepared hundreds of permit applications and CEQA/NEPA documents that have successfully allowed projects to proceed with avoided, minimized, and mitigated impacts. Our expertise is supported by American Institute of Certified Planners (AICP) certifications held by our senior planners. Two of our senior planners are or have been class instructors for the upper division Environmental Impact Analysis (CEQA/NEPA) class offered in the Environmental Resources' Engineering and Environmental Sciences majors at Cal Poly Humboldt.

By selecting SHN, the City will have access to a 10-staff-member planning department to cover workload increases; yet, as workloads shrink, the City can quickly reduce SHN's assistance. Our planners are specialists in CEQA/NEPA, housing, as well as federal and state permitting.

### CEQA/NEPA Lead Agency Responsibilities and Environmental Document Expertise

SHN has provided its clients with full CEQA services for over 30 years. We have experience preparing Initial Studies, Negative Declarations, Mitigated Negative Declarations and Environmental Impact Reports for our public agency, development, and industrial clients to assist them in meeting their regulatory obligations under CEQA. Our planners have prepared numerous CEQA compliance documents that evaluate potential impacts on the environment; consider various project alternatives; provide recommendations to avoid, minimize, and/or mitigate environmental impacts; and address comments raised by stakeholders, including federal, state, and local regulatory agencies, landowners, and the public at large.

SHN's ability to successfully plan for individual project needs is based on our integration of technical expertise with our understanding of broader client goals and objectives. We believe that our success is based on our technical knowledge of resources, grasp of regulatory requirements and setting, and practical knowledge of engineering and construction. Our experience includes completing joint CEQA/NEPA documents, supplemental documents, addenda, public participation programs, legal notices and filings, and resource agency coordination.

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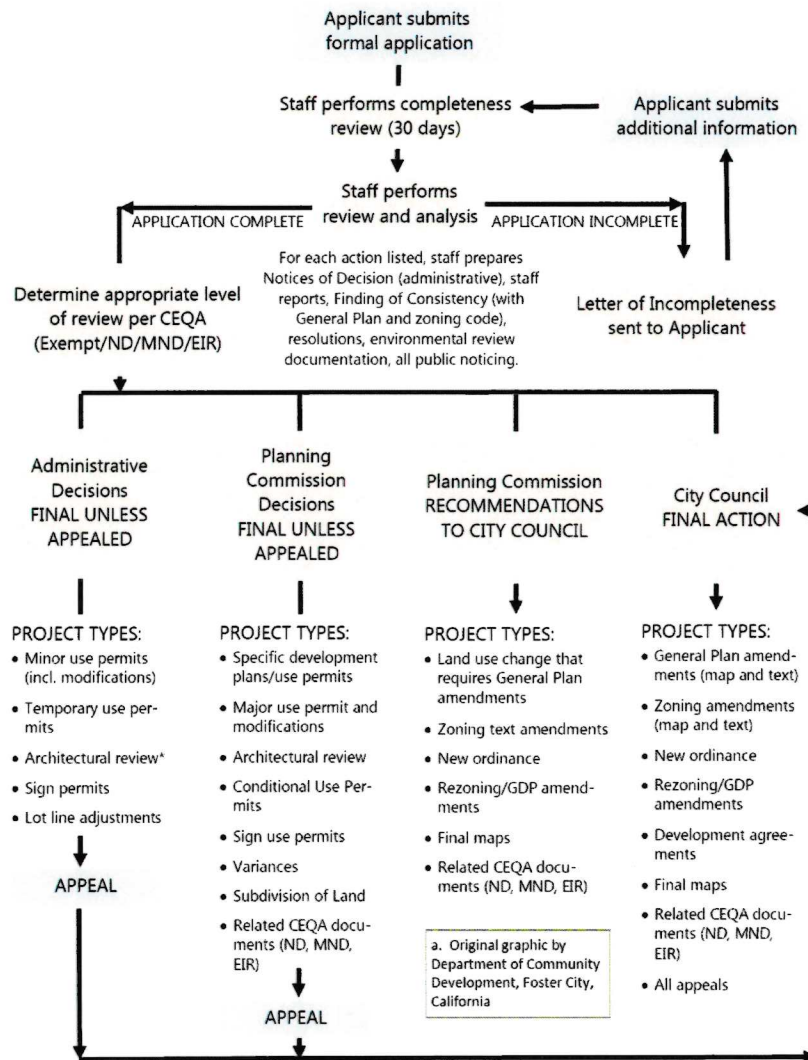
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By working in diverse communities, we have learned several techniques to reduce processing time through the entitlement process. We have also learned that some communities' in-place policies and procedures unintentionally could have "killed" these types of projects. Several of these projects required successfully responding to community or agency concerns brought up during the review process. These experiences have given us a perspective of how to expedite the entitlement process for successful projects.

## Overview of the Planning Review Process<sup>a</sup>







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## Municipal Planning Experience

Working in rural communities, SHN has been a firm whose focus has been “working both sides of the counter.” SHN’s current workload is 60% for public entities and 40% for private interests. We know public-side requirements: such as administrative recordkeeping, Brown Act compliance, Permit Streamlining Act, CEQA noticing; as well as private side requirements: such as complete project descriptions, feasible mitigation and compliance with all environmental laws and permitting requirements. The following table presents a snapshot of SHN’s planning-related expertise provided for multiple municipal clients, most of which are based in rural locations.

Planning-related Scope of Services Provided to Select Municipal Clients	Trinity County	Shasta County	City of Redding	City of Anderson	Modoc County	City of Alturas	Siskiyou County	Tehama County	City of Corning	Lassen & Plumas Co.	City of Blue Lake	City of Trinidad	City of Crescent City
Services to process conditional use/special permits and other projects	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
Manage environmental review process	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
Prepare staff reports	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
Prepare environmental documents and technical studies to meet CEQA/local regulations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Attend public hearings	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
Perform site inspections	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
Manage project appeals		✓		✓	✓	✓	✓	✓	✓		✓	✓	✓
Prepare cultural resource studies, biological, and/or road assessments		✓		✓	✓	✓					✓	✓	✓
Engagement with other agencies	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
Engagement with applicants	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓



**SHN is proud to provide ongoing on-call municipal and/or environmental planning services to the municipalities listed above.**

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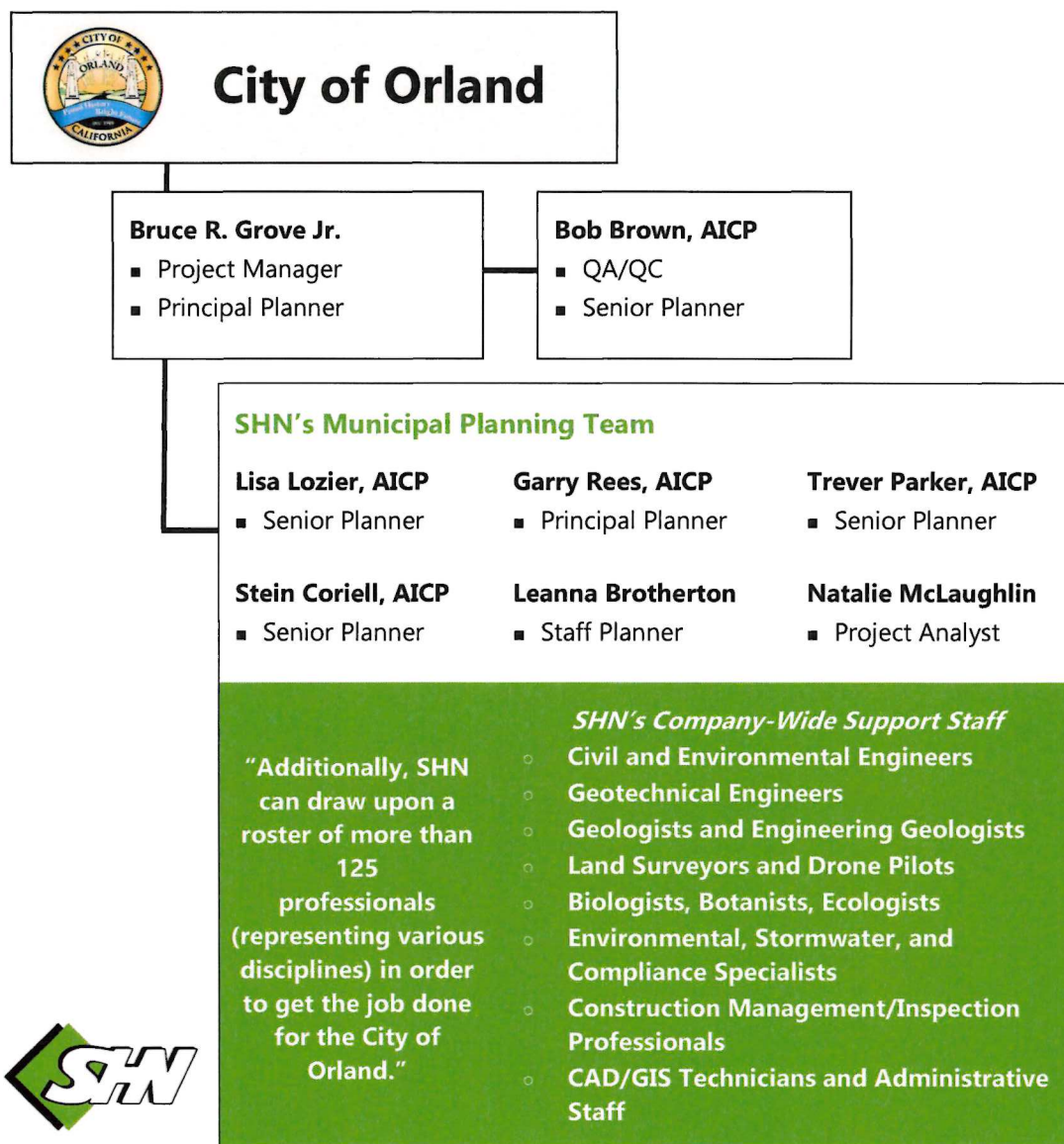
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### Team Organization

SHN's multi-disciplinary staff has a wide variety of expertise and experience. Our group (as presented in the organizational structure below) is experienced in providing on-call professional services, including potential services as described in the RFP pertaining to "III. Scope of Services." Brief biographies of key staff are provided on the following page, and detailed resumes are included in Appendix A.

Please note that SHN is able to draw upon its internal resources of more than 125 employees spanning seven regional offices in Northern California and Southern Oregon, should specific project needs be desired by the City.





## 2. Proposed Team Members



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### Key Personnel Biographies



#### **Bruce R. Grove Jr.; Project Manager/Principal Planner**

Bruce R. Grove Jr. has over 29 years of experience in leading all types of environmental projects. He has been recognized by clients for becoming a true partner in successful project completion, providing the communication skills needed to build consensus, and for his expertise in coordinating multidisciplinary, multi-agency projects. He has proven to be an effective project manager for all types of controversial and complex developments, providing the leadership needed to successfully manage the work of in-house staff and subconsultants toward the timely delivery of legally defensible environmental evaluations. Bruce also served on the City of Red Bluff Planning Commission from July 2020 to July 2023.

At SHN, he is responsible for leading all types of CEQA and NEPA studies (EIRs, Negative Declarations, Environmental Assessments), as well as due diligence studies. He provides analysis, technical review, and management of environmental and policy planning documentation for compliance with CEQA and NEPA, implementation of public participation programs, and assistance to public and private sector clients in meeting the requirements of local, State, and federal agencies.



#### **Bob Brown, AICP; Quality Assurance/Quality Control**

Bob is a Senior Planner with over 41 years of experience. His approach combines land use planning, community involvement, and environmental strategies. Using his background in planning, natural sciences and environmental assessments, he provides planning and permitting expertise to both public and private clients. Bob's experience includes land use plan updates, commercial and industrial master plans; road and utilities permitting, mixed use and affordable housing projects; and recreational facilities; His successes have allowed numerous projects to be constructed, owing to attention to detail, documentation and scheduling, and based on knowledge of granting agency expectations and requirements.



#### **Lisa Lozier, AICP; Senior Planner**

Lisa has 26 years of progressively responsible municipal and rural planning experience as well as extensive experience preparing CEQA documents. Prior to joining SHN, Lisa served as the City Planner for the City of Anderson and the Deputy Director of Planning for Trinity County.

Lisa's experience includes agency coordination, collaboration and completion of multiple, State mandated Zoning Plan text amendments, zoning, and General Plan map updates, as well as review and preparation of numerous land divisions and comprehensive Use Permit projects. Lisa has also participated in project manager oversight of multiple contracts for agency/consultant project collaborations and completion of complex and controversial development projects.



## 2. Proposed Team Members

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### **Garry Rees, AICP; Principal Planner**

Garry is a Principal Planner with more than 20 years of experience. His expertise focuses on planning, permitting and environmental documentation related to obtaining local, state, and federal permits for a variety of residential, commercial, and industrial development projects. Garry's experience includes project management, permit processing, and regulatory agency liaison, preparation of CEQA and NEPA documents, mitigation monitoring, tribal consultation, air quality and greenhouse gas emissions modeling, and grant administration. His primary role has been as project manager overseeing CEQA/NEPA work. He also currently serves as the City Planner for the City of Blue Lake.

For the past 20 years, he has worked as a planner on projects involving various types of residential development, subdivisions, in-stream gravel mining and quarries, soil manufacturing operations, land restoration, general plan and zoning ordinance updates, economic development, and water diversions.



### **Trever Parker, AICP; Senior Planner**

Trever has 20 years of experience in obtaining permit approvals for local, state and federal projects for a variety of projects in Northern California. Her experience includes coordinating multiple permits concurrently including Coastal Commission CDPs, federal CWA 404 and 401 permitting, State CDFW and Water Board permits, as well as numerous permitting for cities and counties. Trever has presented at several hundred public hearings, worked with community and stakeholder groups and facilitated agency meetings. Her strength is in obtaining concurrent agency approvals. Trever also taught the CEQA/NEPA course at Cal Poly Humboldt to senior environmental science students for six years.



### **Stein Coriell, AICP; Senior Planner**

With more than 22 years of experience, Stein's expertise focuses on planning, permitting and environmental documentation related to federal, state, and local project-development processes, including those involving water and wastewater systems, stormwater compliance, historic resources, and wetlands delineation.

Stein's experience includes project management, research, development of project descriptions, permit acquisition, regulatory agency liaison, preparation of CEQA and NEPA documents, feasibility investigations, environmental mitigation management, biological monitoring, grant-funding processing, noise studies, stormwater pollution-prevention plans, and erosion- and sediment-control plans. For the past 20 years, he has worked as the head planner on projects involving public access facilities, commercial and industrial developments, energy projects, and water and wastewater projects, including extensive work for municipalities and community services districts.



## 2. Responsible Personnel



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### **Leanna Brotherton, Staff Planner**

Leanna has three years of progressively responsible municipal planning experience with a focus on reviewing commercial, industrial, and residential development plans to ensure compliance with zone regulations and CEQA. In this role, she prepares staff reports and presentations for the Planning Commission, City Council, and various committees. The position involves guiding applicants and their consultants on City development, procedures, policies, and standards.

Before joining SHN, Leanna worked as a Planning Technician for City of Eureka within the City's Planning Department.



### **Natalie McLaughlin, Project Analyst**

Natalie has more than 16 years of experience in writing, implementing and administering state and federal grants. Her expertise includes data analysis, project management, program administration, and state and federal labor standards. Natalie has provided grant/project administration and labor standards compliance services on several municipal projects, including the Wastewater Treatment Plant Upgrade, the 1.5 Million Gallon Water Tank Installation, and the City's Active Transportation Program/Safe Routes to Schools Projects (all for the City of Fort Bragg).

Prior to joining SHN, Natalie worked for the City of Fort Bragg as a Special Project Grant Assistant. In addition, Natalie was born and raised in Orland, and she is excited for the opportunity to assist her hometown's community and residents.

### Understanding of Scope

The City of Orland currently has no “in-house” City Planner. Planning services to be provided to the City by SHN include general staff planning (onsite and remote) services, permit application processing, project review, environmental assessments, report preparation, consultation services, assisting the public and City staff with land use and development regulations, and overseeing Planning Commission meetings.

### Scope of Services

Planning services may include, but are not limited to the following:

- Onsite staff planning services (Thursdays)
- General consulting
- Project reviews
- Design reviews and permit application processing
- Peer reviews
- Referral generation and response
- Staff and agency coordination
- CEQA review, consultation, and preparation
- Serving as lead staff to the Planning Commission, including developing staff reports and recommendations
- Ordinance and zoning regulation review, consultation, and development
- Prepare preliminary project development documents, environmental studies, and CEQA documents for City led projects



### Schedule

The scope of services presented above will be completed on an ongoing basis for the life of the contract.

# 3. Approach and Availability



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### Representative Projects

This section presents brief project description narratives pertaining to SHN scope-related expertise for providing services similar to the services specified in the RFQ.

#### **Dignity Health North State Pavilion EIR, City of Redding, Redding, CA (2018 – 2020)**

SHN is managing the preparation of the Dignity Health Redding North State Pavilion EIR for the development of a 10.55-acre wellness campus in the City of Redding along the Sacramento River. The proposed project includes three buildings totaling approximately 129,600 square feet with associated parking, landscaping and infrastructure on the 10.55-acre project site. The EIR addressed the required General Plan Amendment, Rezone, Parcel Map, and Use Permit to support the development.



Numerous applicant prepared technical studies were independently reviewed by the SHN Team to ensure technical accuracy and CEQA defensibility. These included the Biological Resources Assessment, Traffic Impact Assessment Report, Tree Survey, Stormwater Management Plan, Greenhouse Gas Assessment, Preliminary Drainage Report, Cultural Resources Survey, Preliminary Geotechnical Report, and Acoustical Analysis. Critical issues addressed within the EIR included riparian impacts along the Sacramento River, window bird strikes, traffic circulation and parking, tree removal and retention, stormwater quality, and noise. To support staff in development of the ultimate General Plan consistency findings, the EIR provided a consistency analysis of over 90-percent of the City's General Plan policies.

*(SHN Personnel: Bruce Grove)*





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### Shasta County Housing Element Update Environmental Assessments, Shasta County, CA (2018 – 2019)

On January 22, 2018, Legal Services of Northern California and The Public Interest Law Project jointly filed a lawsuit (Bowman v. Shasta County) after Shasta County failed to fulfill a number of critical housing program commitments from the 2009-2014 Housing Element and complete the General Plan 2014 – 2019 Housing Element update. This lawsuit was filed pursuant to California Government Code Article 14, Actions or Proceedings (section 65759) with the intent to compel the County to bring its Housing Element into compliance with State Laws.

Should the County have failed to meet the terms of the settlement agreement, judicial action would have occurred to force substantial compliance in accordance with Government Code Section 65755. Potential substantial compliance measures that could be imposed include suspension of building and planning permits, and the granting of land use entitlements for development projects.

The Shasta County Department of Resource Management retained SHN to prepare four separate initial studies to determine the potential environmental effects of the proposed amendments to the County's General Plan necessary to comply with the settlement agreement noted above. The Initial Study for each project contained substantially the same information as is required for an Initial Study prepared pursuant to subdivision (c) of Section 15080 of Title 14 of the California Code of Regulations. In accordance with Government Section 65759, if the local agency determines that the action may have a significant effect on the environment, the local agency shall prepare an Environmental Assessment (EA), the content of which substantially conforms to the required content for a draft EIR set forth in Article 9 (commencing with Section 15140) of Title 14 of the California Code of Regulations.

**The Court ultimately found that the County was in substantial conformance on its Housing Element and General Plan Housing Element update, based on the environmental documentation provided by SHN, which was completed under tight scheduling constraints, and on budget.**

As a result of the findings of the Initial Study, the Shasta County Department of Resource Management extended SHN contract to prepare four independent EA's that described and evaluated the environmental consequences of implementing the proposed amendments to the Shasta County General Plan necessary to comply with the court order. SHN prepared the documentation under significant schedule constraints to meet the requirements of the court. The County ultimately was found to be in substantial conformance. SHN's services were completed on budget.

*(SHN Personnel: Bruce Grove)*



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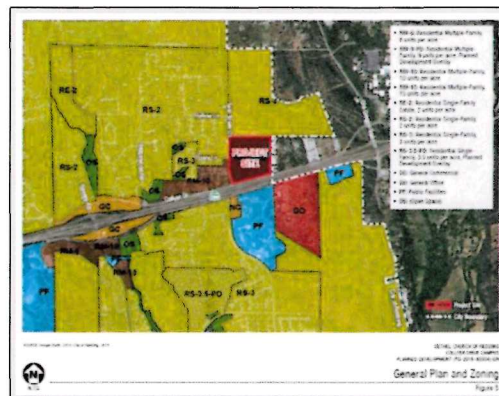
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### Bethel Church of Redding Collyer Drive Campus Planned Development EIR, Redding, CA (2016 – 2019)

SHN Senior Planner, Bruce Grove, is currently managing the EIR for this 715-acre Planned Development located five miles east of Redding. The currently undeveloped site, previously used for ranching and grazing, is crossed by a creek and several smaller streams. The proposed project includes 166 residential lots and four open space parcels, and would require annexation into the local County Service Area, as well as a Zone Amendment from Rural Residential to Planned Development. Key issues to be addressed in the EIR include traffic, biological and cultural resources, water supply, and construction impacts.



SHN planning staff were responsible for preparing the Project EIR and developing and coordinating the technical studies. Studies included the Visual Impact Assessment, SB-610 Water Supply Assessment, AB -52 Compliance, Acoustical Assessment, and Air Quality Assessment (per AB-32). Technical oversight included the independent review of the applicant's Cultural and Biological Resource Assessments, Traffic Impact Assessment, and Oak Woodland Tree Management Plan. *(SHN Personnel: Bruce Grove)*

### Crystal Creek Aggregate Use Permit Amendment (UP-19-0007) and Reclamation Plan Amendment (RP-19-0001) EIR, Shasta County, CA (2022 – Ongoing)

SHN is currently preparing a project-level EIR for Crystal Creek Aggregate's proposed 69.28-acre mine expansion at their current location in western Shasta County adjacent to the community of Keswick. In addition to the proposed expansion, the EIR will also address the gradual phasing of operations into additional mining cells, permitting and operation of a new asphalt plant, and the extension of existing mining operations through 2099.



The revised Use Permit and reclamation plan, as well as implementation of Surface Mining and Reclamation Act (SMARA) requirements are also a key focus of the EIR and requires close coordination with the State Department of Conservation, Office of Mine Reclamation. Unique issues addressed by the SHN Team include significant public opposition and controversy from adjacent residential residents, increased truck traffic on Iron Mountain Road and State Route 299, blasting operations, mining excavations adjacent sensitive water ways (Middle Creek and the Sacramento River), biological resources, cultural resources, air quality, odors, and toxic air contaminants. *(SHN Personnel: Bruce Grove)*



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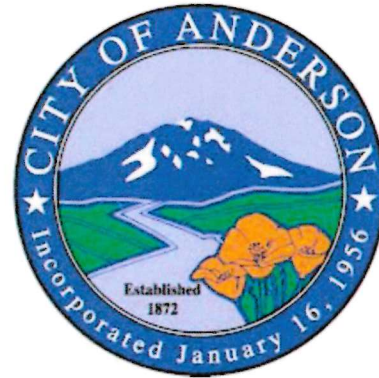
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### Ongoing Planning Services, City of Anderson, Trinity County, City of Corning, California

SHN has provided ongoing planning assistance pertaining to on-site staff services, CEQA compliance, and application processing. Specific efforts include the following:

#### City of Anderson (2021 – Ongoing):

- On-Site Staff Services (weekly)
- Annual Housing Element Reporting to HCD
- CEQA Compliance
- Application Reviews and Completeness Determinations
- Zoning Ordinance Revisions
- Parcel Line Adjustments
- Sign Permit Reviews
- General Plan Amendments and Zone Changes
- Staff Report Preparation and Noticing
- Planning Commission and City Council Hearings



#### Trinity County (2018 – Ongoing):

- Cannabis Application Processing
- CEQA Compliance
- SMARA Reviews
- Application Reviews and Completeness Determinations
- General Plan Amendments and Zone Changes
- Staff Report Preparation and Noticing
- Planning Commission and Board of Supervisor Hearings



#### City of Corning (2024 – Ongoing):

- CEQA Compliance
- Application Reviews and Completeness Determinations
- Parcel Line Adjustments
- Zoning Ordinance Revisions
- General Plan Amendments and Zone Changes
- Staff Report Preparation and Noticing
- Planning Commission and City Council Hearings





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### Ongoing City Planning Services, Cities of Blue Lake (1991) and Trinidad (1988)

SHN's has provided municipal land use planning and CEQA/NEPA services for both the Cities of Blue Lake and Trinidad for more than three decades. A listing of representative work is provided below.

#### Various planning services for City of Blue Lake:

- **Annexation Study and Fiscal Impact Analysis related to the annexation of property in the City's Sphere of Influence**
- **Creation of a Mixed-Use (MU) Zone that was applied to the edges of the Downtown area to allow a variety of commercial and residential uses and promote a live-work type environment**
- **Revisions to the Zoning Ordinance to allow more principally permitted uses in commercial and industrial zones subject to performance standards**
- **Revisions to the Light Industry (ML) zone to allow retail commercial uses associated with craft-type manufacturing businesses in the Business Park**
- **Housing Element Updates to achieve compliance with State Housing Law**
- **Downtown Parking Study to focus on maximizing on-street parking and reducing off-street parking requirements**
- **Update of the General Plan Land Use and Circulation Elements as part of SGC Grant**

#### Various planning services for City of Trinidad:

- **Trail litigation support and assistance**
- **Adopting a Nuisance Abatement Ordinance and supporting enforcement activities**
- **Writing CEQA documentation (as applicable) for City and private projects**
- **Permitting a wide range of projects from complicated infrastructure replacement (Trinidad Pier) to a simple sunroom addition on a house**
- **Providing support for the City's appeal of the Moss subdivision within the Luffenholtz Creek watershed, before the County Board of Supervisors in order to protect the City's water supply**
- **Developing and administering an onsite wastewater treatment system management program**
- **Assistance with stormwater compliance and providing Low Impact Development (LID) policy and design guidance**
- **Water quality sampling and assessment**
- **Watershed planning and assessment**
- **Outreach for major projects at community events such as the Trinidad Fish Festival**

*(SHN Personnel: Garry Rees, Trever Parker, Stein Coriell, Leanna Brotherton)*



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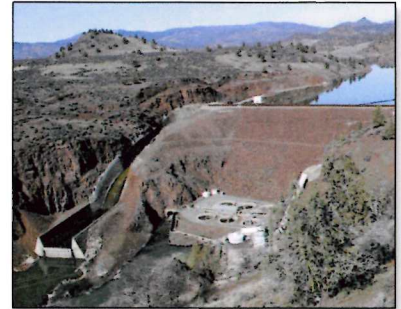
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### **EIR for Removal of Three Klamath River Dams, California State Water Board, Siskiyou County, CA (2016 – 2020)**

The SHN team provided planning services working with Stillwater Sciences under contract with the State Water Board for the removal of three California dams, the largest proposed dam removal and salmon restoration effort in U.S. history. SHN tasks specifically focused on analysis of construction-related topics including transportation, hazards, greenhouse gas, air quality, noise, utilities, recreation, and aesthetics. The FEIR was certified after responding to over 2,200 comments received during the public comment period.

*(SHN Personnel: Bob Brown, Stein Coriell)*



**Old Juvenile Hall Justice Center Demolition Project, Shasta County, CA. (2023 – 2024)** SHN, working with Shasta County Department of Public Works staff, completed the Initial Study and Mitigated Negative Declaration for the abatement, demolition, removal, and disposal of the former 21,275 square foot, 56-bed Juvenile Hall Justice Center facility. In collaboration with the County, SHN drafted the technical project description that served as the basis for the environmental review. The CEQA review was completed on time within a condensed schedule and within the contracted budget. Post-CEQA-certification, SHN assisted the County with contract oversight and administration of prescribed mitigation measures, including pre-demolition bat monitoring/exclusion and nesting bird surveys. *(SHN Personnel: Bruce Grove)*

### **McKinley Statue Removal from the Arcata Plaza, City of Arcata, Arcata, CA (2018 – 2019)**

SHN provided the City of Arcata's Community Development Department assistance with completion of an Administrative Draft Environmental Impact Report (focused) for the McKinley statue removal project. To support the EIR, we compiled necessary exhibits and attachments required to assess the impacts under the California Environmental Quality Act. SHN also assisted the City in compiling the Findings of Fact and Statement of Overriding Considerations for certifying the EIR. This focused EIR was completed within a compressed time limit. *(SHN Personnel: Garry Rees, Stein Coriell)*





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### Client References

We have included the following references to highlight several project elements relevant to your project. Please feel free to discuss SHN's track record for reliability, effectiveness, and quality. Our clients often tell us that we have saved them time, money, and headaches by helping them with their projects in a reliable and professional manner.

**Lily Toy**  
**Planning Manager**  
**City of Redding**  
**777 Cypress Avenue, First Floor**  
**Redding, CA 96001**

**530-245-7231**  
**ltoy@cityofredding.org**

**Joey Forseth**  
**City Manager**  
**City of Anderson**  
**1887 Howard Street**  
**Anderson, CA 96007**

**530-378-6626**  
**jforseth@ci.anderson.ca.us**

**Amanda Mager**  
**City Manager**  
**City of Blue Lake**  
**111 Greenwood Rd**  
**Blue Lake, CA 95525**

**707-668-5655**  
**citymanager@bluelake.ca.gov**

**Adam Fieseler**  
**Assistant Director of Resource Mgmt.**  
**Shasta County**  
**1855 Placer Street, Suite 102**  
**Redding, CA 96001**

**530-245-6468**  
**afieseler@co.shasta.ca.us**

**Brant Mesker**  
**City Manager**  
**City of Corning**  
**794 Third Street**  
**Corning, CA 96021**

**530-824-7033**  
**bmesker@corning.org**

**Eli Naffah**  
**City Manager**  
**City of Trinidad**  
**409 Trinity Street**  
**Trinidad, CA 95570**

**707-677-3876**  
**citymanager@trinidad.ca.gov**

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**Bruce R. Grove Jr.**  
**Project Manager**

**Years of Experience: 29**  
**Years with SHN: 7**

### Education

B.S., B.A. Geography and  
Planning, California State  
University, Chico, CA

### Professional Memberships

American Planning  
Association

Association of Environmental  
Professionals

Bruce R. Grove Jr. has over 29 years of experience in leading all types of environmental projects. Bruce is responsible for leading all types of CEQA and NEPA studies (EIRs, Negative Declarations, Environmental Assessments), as well as due diligence studies. His projects have ranged from private entitlement applications related to residential and commercial projects to a variety of heavy industrial, water, wastewater, highway, and redevelopment projects throughout California. He provides analysis, technical review, and management of environmental and policy planning documentation for compliance with CEQA and NEPA, implementation of public participation programs, and assistance to public and private sector clients in meeting the requirements of local, State, and federal agencies.

### Extension of Staff Services

- CEQA Reviews and Planning, City of Alturas
- CEQA Reviews and Planning, City of Anderson
- CEQA Reviews and Planning, City of Corning
- CEQA Reviews, Lassen County
- CEQA Reviews and Planning, Modoc County
- CEQA Reviews, Plumas County
- CEQA Reviews, City of Redding
- CEQA Reviews and Planning, Shasta County
- CEQA Reviews and Planning, Shasta Lake
- CEQA Reviews and Planning, Siskiyou County
- CEQA Reviews and Planning, Tehama County
- CEQA Reviews and Planning, Trinity County

### Local Institutional Developments

- Dignity Health North State Pavilion EIR, Redding
- Bethel Church Campus Planned Development EIR, Redding
- Bethel Addendum EIR, Redding
- Shasta Bible College TPM and CEQA Review, Redding
- Old Juvenile Hall Justice Center Demolition MND, Shasta Co.
- Shasta County Courthouse Relocation MND, Shasta County
- Tehama County Superior Courthouse CEQA Compliance, Red Bluff
- Siskiyou County Superior Courthouse CEQA Compliance, Yreka

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## Local Water/Wastewater Improvements

- Makenze Dam MND, Shasta County
- Alturas WWTP Upgrades MND, Alturas
- Alturas WWTP Addendum MND, Alturas
- Montague WWTP Upgrades MND, Montague
- Lake Shastina CSD WWTP Upgrades MND, Lake Shastina CSD
- Lake Shastina CSD Water Delivery Improvements MND, Lake Shastina CSD
- Fort Jones WWTP Upgrades MND, Fort Jones

## Local Mining

- Crystal Creek Aggregate Use Permit and Reclamation Plan Amendment MND, Shasta County
- Ward Lake Pit Mine Subsequent EIR Quality Control Review, Lassen County
- Ward Lake Pit Expansion EIR, Lassen County
- Skyline Quarry EIR, Lassen County
- Hogsback SMARA and CEQA Review, Modoc County
- Shaw Pit Quarry SMARA and CEQA Review, Modoc County
- Smith Pit 2 CUP and Reclamation Plan Amendment, Trinity County
- Blue Rock Quarry No. 1 Reclamation Plan Amendment, Trinity County
- Blue Rock Quarry No. 2 Reclamation Plan Amendment, Trinity County

## Local Mixed-Use Developments

- Jubilee Annexation and Mixed Use Development Environmental Review, Redding
- Oasis Road Specific Plan EIR, Redding
- Nine Mile Ranch-Sun City, Tehama County
- Susanville Area Plan, Lassen County

## Local Residential Developments

- Salt Creek Heights Subdivision Planned Development EIR, Redding
- Wyndham Pointe EIR, Redding
- The Peaks Subdivision MND, Redding
- Visions of the Cross Transitional Housing, Redding
- Lockwood Residential, Shasta County
- Tierra Robles Planned Development EIR, Shasta County
- Environmental Review for Housing Element Rezone Program, Shasta County
- Falcon Tentative Subdivision Map, CEQA Section 15183 Review, Corning
- Sunrise Cottages EA and Entitlement Review, Anderson
- Mosher Subdivision Entitlement and Environmental Review, Shasta Lake

## Local Commercial Developments

- Queen Olive Galleria Commercial Development, Corning
- Cottonwood Travel Center, Tehama County
- Anderson River RV Park, Anderson
- Grocery Outlet MND, Trinity County

## Local Industrial Developments

- Airport Road Distribution Center MND, Redding
- Maverik Gas Station MND, Shasta County
- Bruce Street Circle K MND, Anderson

## Local Alternative Energy Projects

- Fountain Wind EIR, CEQA Compliance Review, Shasta County
- Allotrope Biomass Environmental Review and Entitlement, Shasta County
- McCloud Solar Entitlement Review and CEQA Oversight, Tehama County





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**Bob Brown, AICP**  
**Senior Planner**

**Years of Experience: 41**  
**Years with SHN: 41**

### Education

B.S., Natural Resource  
Planning, Cal Poly Humboldt,  
Arcata, CA

Land Use and Environmental  
Planning Certificate, Extension  
program, University of  
California at Davis, CA

### Professional Memberships

American Institute of Certified  
Planners

American Planning  
Association

California Association of  
Environmental Professionals  
(CalAEP)

Governor's Office of Planning  
and Research (OPR) Rural  
Issues Focus Group

Bob has worked in northern California for over 41 years to develop SHN's approach combining land use planning, community involvement, and environmental strategies. Using his background in planning, natural sciences, and environmental assessments, he provides high-value planning strategies to both public and private clients. He has provided the full range of jurisdictional planning functions, including policy development and community engagement. With this background he has successfully engaged stakeholders and the public for support of various projects.

He served as City Planner for both the Cities of Trinidad and Blue Lake for over 25 years. During this time, he provided planning and permitting services including general plan amendments, housing elements, annexations, code revisions, permit processing. His grant writing/administration skills have resulted in awards exceeding \$1,000,000 total from private, State, and Federal sources. He has represented cities at more than 200 public hearings, workshops or meetings. Projects have included general plan updates/ amendments, city sphere of influence and annexation (LAFCO) reports, housing elements/updates, mixed-use and affordable housing projects. Bob has long standing working relationships with agency staff and private clients throughout northern California. Bob currently teaches (since 2008) the upper division CEQA/NEPA course at Cal Poly Humboldt to Environmental Engineering and Science students and has completed management and facilitation training from the National Charrette Institute.

### Representative Projects

- Comprehensive Master Land Use Plan, Resighini Rancheria, Del Norte County, CA
- Land Use Planning and Master Planning Project, Tolowa Dee-ni' Nation, Smith River, CA
- EIR for Removal of Klamath Dams, Siskiyou County, CA
- Highway 101 Corridor Improvements Coastal Development Permit, Caltrans District 1, Eureka, CA
- Northern and Central CA Affordable Housing Projects, DANCO
- Randall Quarry Project, So. Fork Eel River, Garberville, CA
- Laytonville Quarry Project for Randall Sand and Gravel, Laytonville, CA
- Jacobs Quarry Project, Del Norte County, CA

# Appendix A. SHN Team Resumes



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**Section 03**  
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**Lisa Lozier, AICP**  
**Senior Planner**

**Years of Experience: 26**  
**Years with SHN: 3**

## Education

B.S., Public Planning/Land  
Use, Northern Arizona  
University, Flagstaff Arizona,  
2003

## Professional Memberships

American Planning  
Association

Board of Directors, APA  
California Northern Section

Association of Environmental  
Professionals

American Institute of Certified  
Planners

Lisa has 26 years of progressively responsible municipal and rural planning experience as well as extensive experience preparing CEQA documents. Her experience includes agency coordination, collaboration and completion of multiple, State-mandated Zoning Plan text amendments, zoning, and General Plan map updates, as well as review and preparation of numerous land divisions and comprehensive Use Permit projects.

Lisa has also participated in project manager oversight of multiple contracts for agency/consultant project collaborations and completion of complex and controversial development projects.

## Representative Projects

- Trinity County, On-Call Planning Services, Weaverville, CA
- Anderson Municipal Code Updates, City of Anderson, CA
- City Planner, City of Anderson, CA
- Tehama County, On-Call Planning Services, Red Bluff, CA
- City of Corning, On-Call Planning Services, Corning, CA

## Experience Prior to Joining SHN

- Deputy Director of Planning/Trinity County, Weaverville, CA
- General Plan and Zoning Code Update, Trinity County, Weaverville, CA
- Airport Land Use Commission/Shasta County, Shasta County, City of Redding, CA





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**Garry Rees, AICP**  
**Principal Planner**

**Years of Experience: 20**  
**Years with SHN: 20**

### Education

B.S., Natural Resource  
Planning, Cal Poly Humboldt,  
Arcata, CA; 2002

### Professional Memberships

Professional American  
Institute of Certified Planners

American Planning  
Association

Association of Environmental  
Professionals

Garry's expertise focuses on planning, permitting and environmental documentation related to obtaining local, state, and federal permits for a variety of residential, commercial, industrial, and public facility projects. His primary role has been as project manager overseeing CEQA and NEPA work and related technical studies. He also currently serves as the City Planner for the City of Blue Lake.

His experience includes project management working with multi-disciplinary teams, permit processing, agency and tribal consultation, preparation of CEQA and NEPA documents, mitigation monitoring, air quality and GHG modeling, and grant administration. For the past 18 years, he has worked as a planner on projects involving various types of residential and commercial development, subdivisions, tribal development projects, in-stream gravel mining and quarries, soil manufacturing operations, general plan and zoning ordinance amendments, economic development, and water diversions.

### Representative Project

**Contract City Planning, City of Trinidad, CA.** Provides the full-range of municipal planning services including processing development applications, CEQA/NEPA documentation, general plan and zoning ordinance updates, and grant administration. Includes close coordination with Coastal Commission staff on a regular basis.

### Additional Representative Projects

- Elk Valley Rancheria Gas Station Project, Crescent City, CA
- Elk Valley Rancheria Messaging Center, Crescent City, CA
- Contract City Planning Services, City of Crescent City, CA
- Klamath Dam Removal Project, Siskiyou County, CA
- Yurok Indian Housing Authority Child Care Center, Klamath, CA
- Blue Lake Annie & Mary Trail – Phase 1, Blue Lake, CA
- Annie & Mary Trail Connectivity Project, Arcata, CA
- Creek Side Homes Annexation Project, Arcata, CA
- Sorrel Place Affordable Housing Project, Arcata, CA
- Anavkaam Center Renovation Project, Happy Camp, CA
- Powers Creek District Rezoning Project, Blue Lake, CA
- The Lodge Senior Housing Project, Eureka, CA
- Eureka Veterans Housing Project, Eureka, CA
- The Village Student Housing Community Project, Arcata, CA

# Appendix A. SHN Team Resumes



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**Trever Parker, AICP**  
**Senior Planner**

**Years of Experience: 20**  
**Years with SHN: 20**

## Education

M.S., Natural Resources  
(Watershed Management),  
Cal Poly Humboldt, Arcata,  
CA, 2011

B.S., Natural Resources  
Planning, Zoology Minor,  
Applied Mathematics Minor,  
Magna cum laude, Cal Poly  
Humboldt, Arcata, CA, 2000

## Professional Memberships

Professional American  
Institute of Certified  
Planners

Association of  
Environmental Professionals

Trever has more than 20 years of experience in coastal permitting and environmental compliance. Trever is primarily responsible for coastal developments and coordinating review and permitting of projects within CA Coastal Commission jurisdiction. Trever's experience includes a broad spectrum of writing environmental documents (CEQA / NEPA), agency and stakeholder coordination, project permitting oversight, grant writing and management as well as biological assessments, and hazard planning. Trever successfully navigates through the difficulties of multiple-agency permitting, balancing the needs of diverse and conflicting opinions while focusing on the priorities of the client. As the City Planner for the City of Trinidad, Trever has developed a working relationship with the local Coastal Commission staff; recent work tasks includes permitting trail and harbor development projects, a major general plan update/LCP amendment, water policy development and Tribal consultations.

## Representative Project

**Contract City Planning, City of Trinidad, CA.** Provides the full-range of municipal planning services including processing development applications, CEQA/NEPA documentation, general plan and zoning ordinance updates, and grant administration. Includes close coordination with Coastal Commission staff on a regular basis.

## Additional Representative Projects

- City of Trinidad Water Shortage Contingency Plan
- Local Hazard Mitigation Plan, Trinidad Annex
- Trinidad Short-Term Rental Ordinance and LCP Amendment
- Trinidad Pier Reconstruction CEQA and Coastal Development Permits
- Trinidad-Westhaven Integrated Coastal Watershed Management Plan
- Van Wycke Bicycle and Pedestrian Connectivity Project
- Willow Creek CSD Park Master Plan and CEQA Documentation
- Trinidad ASBS Stormwater Improvement Project – Phase 1 and 2 NEPA, CEQA and Coastal Permitting
- CAL FIRE water line extension LCP amendment and CDP





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### Stein Coriell, AICP Senior Planner

**Years of Experience: 22**  
**Years with SHN: 13**

#### Education

M.A., Biological Sciences, Cal  
Poly Humboldt, Arcata, CA;  
2003

B.A., Biological Sciences, UC  
Santa Cruz; 1996

B.A., Environmental Studies,  
UC Santa Cruz; 1996

#### Professional Memberships

American Planning  
Association

Association of Environmental  
Professionals

Stein's expertise focuses on planning, permitting and environmental documentation related to federal, state, and local project-development processes, including those involving coastal development, water and wastewater systems, stormwater compliance, historic resources, wetlands delineation, and other issues.

He has demonstrated the ability to guide projects skillfully through crucial stages of their development process—stages in which different options are considered, different constraints are evaluated, different agencies and stakeholders come into play—all of which need to be considered.

Stein's experience includes project management, research, development of project descriptions, permit acquisition, regulatory agency liaison, preparation of CEQA and NEPA documents, feasibility investigations, environmental mitigation management, biological monitoring, grant-funding processing, noise studies, construction observation, computer-aided drafting (CAD), stormwater pollution-prevention plans, and erosion- and sediment-control plans.

#### Representative Projects

- Klamath Dam Removal Project, Siskiyou County, CA
- Muddy Slough Bridges Replacement, Lassen County, CA
- Loleta Community Services District (CSD) Wastewater Collection, Treatment, and Disposal Project, Loleta, CA
- Mendocino CSD Wastewater Reuse Project, Mendocino, CA
- Humboldt Redwood Company Scotia Demolition Project, Scotia, CA
- Martin Slough Interceptor Project, Eureka, CA
- Redwood Marine Terminal II Infrastructure Reuse, Samoa, CA
- "I" Street Pedestrian Improvement Project, Blue Lake, CA
- Humboldt CSD Indianola Annexation, Humboldt County, CA
- Humboldt CSD Sphere of Influence Update, Humboldt County, CA
- Point St. George Management Area Trail Project, Del Norte County, CA
- Eureka General Plan Update, Eureka, CA

# Appendix A. SHN Team Resumes



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**Leanna Brotherton**  
**Staff Planner**

**Years of Experience: 3**  
**Years with SHN: 2**

## Education

B.S., Environmental Science and Management with a concentration in Policy and Planning, Cal Poly Humboldt, Arcata, CA, 2023

## Professional Affiliations and Certifications

Member, American Planning Association

Member, Association of Environmental Professionals

Leanna has 3 years of progressively responsible municipal planning experience with a focus on reviewing commercial, industrial, and residential development plans to ensure compliance with zone regulations and CEQA. In this role, she prepares staff reports and presentations for the Planning Commission, City Council, and various committees. The position involves guiding applicants and their consultants on City development, procedures, policies, and standards.

## Representative Projects

**Trinity County, Weaverville, CA.** Provides assistance to the County with processing permits including the preparation of staff reports, referrals, resolutions, and noticing.

**City Planner, City of Crescent City, CA.** In her capacity as City Planner for the City of Crescent City, Leanna reviews and provides analysis on a wide variety of general and project specific land use inquiries and projects. Typical duties include 1) response to public zoning and land use inquiries; 2) permit application processing for use permits, variances, and other land use entitlements; 3) Prepares and presents zoning and general planning amendments for Planning Commission action; 4) Prepares relevant and project specific CEQA documentation and noticing; and 5) Assist in zoning ordinance updates and revisions.

**Housing Authority 25-1 and Prospect Project, City of Eureka, CA.** Assisted in the development and drafting of CEQA and NEPA documents for a multi-phased 256-unit affordable housing project. She assisted drafting the CEQA Statutory Exemption 15181 report, which pertains to projects consistent with a community plan or zoning, as well as assisted in the preparation of the Environmental Assessment determination and compliance findings for the project.

**Visitor Services Survey Study, City of Trinidad, CA.** Assisting in a Visitor Serving Facilities Study report aimed at assessing the landscape of visitor-serving facilities (VSF) within the City of Trinidad Planning Area (TPA), with a specific focus on the availability of lower-cost options. To the extent possible, this study provides information on existing VSF within and in close proximity to the City's Coastal Zone, including the number, types, costs, and occupancy on all VSF with special attention to lower-cost facilities. This will allow the City to determine the adequacy of existing visitor accommodation and the potential demand for additional accommodation in and around the City.





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**Natalie McLaughlin**  
Project Analyst

**Years of Experience: 16**  
**Years with SHN: 4**

### Distinguishing Qualifications

Grant writing  
Federal procurement  
Grant management  
Data analysis  
Program administration  
Project management  
State and Federal labor  
standards

Natalie has more than 16 years of experience in writing, implementing and administering state and federal grants. Her expertise includes data analysis, project management, program administration, and state and federal labor standards.

In addition, Natalie was born and raised in Orland, and she is excited for the opportunity to assist her hometown's community and residents.

### Representative Projects

**Wastewater Treatment Plant Upgrade, Fort Bragg, CA.** Labor Standards Compliance Administration. Provided assistance to the City of Fort Bragg to ensure that the work being performed complied with federal and state labor standards including Davis-Bacon Act requirements. Reviewed certified payroll documentation, pay estimates, grantor reimbursement requests and Project agreements.

**1.5 Million Gallon New Water Tank Installation, City of Fort Bragg, CA.** Environmental Review and Labor Standards Compliance. Assisted with NEPA environmental review process prior to work beginning. Responsible for ensuring that all federal Davis-Bacon Act requirements and state labor compliance standards were observed. Conducted employee interviews, site visits, review of certified payroll, records retention, grant reporting and monitoring tasks. Provided all grant administration tasks for this State CDBG-funded project.

**Active Transportation Program/Safe Routes to School Projects, City of Fort Bragg, CA.** Grant Administrator. Provided procurement and contract oversight. Completed all required reports and reimbursement requests to Grantor. Ensured that all grant requirements, laws and regulations were followed during the performance period.

**Residential Care for the Elderly, Parents and Friends, Inc., Fort Bragg, CA.** Grant Administrator. Assisted in the preparation of the City of Fort Bragg CDBG grant application materials and ensured public participation requirements were met. Upon award of the grant, assisted in the environmental review processes, federal procurement processes, contract management, coordination of design team and schedules, wrote technical reports and presented at public meetings.

# Appendix A. SHN Team Resumes



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Reference: \_\_\_\_\_

## Service Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Client Name, subsequently referred to as "CLIENT," and SHN Consulting Engineers & Geologists, Inc., 812 W. Wabash Avenue, Eureka, California, a California Corporation, subsequently referred to as "SHN." SHN's professional work is conducted by or under the direction of certified planners. The work under this contract will be under the direction of \_\_\_\_\_, located at SHN Consulting Engineers & Geologists, Inc., 812 W. Wabash Ave., Eureka, California. SHN may assign another appropriately licensed person to direct such work by providing reasonable notice of such to CLIENT.

### 1. Project

- A. By joining in this Agreement, CLIENT retains SHN to provide consulting services for [title of project] of that property located at [project site address/APN], and subsequently referred to as "Project."
- B. ☐ CLIENT is aware that no work will begin until both CLIENT and SHN sign this Agreement.  
☐ CLIENT is aware that work on Project has begun in good faith, and that remaining work will follow execution of this Agreement by both CLIENT and SHN. CLIENT's request to begin work prior to execution of this Agreement constitutes CLIENT's acceptance of this Agreement and all of its provisions with respect to work performed both prior to and after execution of this Agreement unless such work was performed pursuant to separate written agreement or as otherwise expressly set forth to the contrary herein.

### 2. Scope of Services

- A. By this Agreement, the scope of SHN's services is limited to:
  - (i) xxx
  - (ii) xxx
- B. SHN will not be responsible for any services not specifically listed under 2(A) above, including but not limited to:
  - (i) xxx
  - (ii) xxx
- C. Except as expressly provided for in Sections 3(C) and 5(B) hereof, there will be no addition or deletion to the scope of services, schedule for performance, or the fees charged for such services without the written consent of both parties. Such written consent addressing the scope of services, schedule for performance, and fees charged for such services shall be required prior to any additional work being provided except as otherwise provided for in Sections 3(C) and 5(B) hereof.

### 3. Work Schedule

- A. SHN will perform the services described in the scope of services, in conformance with the following schedule:
  - (i) xxx
  - (ii) xxx





- B. Reasonable schedule extensions will be allowed for any delay that is beyond the control of SHN. Matters beyond the control of SHN that may give rise to schedule extensions include, but are not limited to inclement weather, unanticipated Project conditions, delays in obtaining necessary third party approvals regarding the Project, illness or death of key Project personnel, and delays caused by third parties working on the Project. In the event of delay allowed for herein, the parties agree to work together in good faith to make appropriate modifications to the schedule described in Section 3(A) above. SHN shall not be liable for damages arising out of any such delay and shall not be deemed to be in breach of this agreement as a result thereof.
- C. In the event there is a change to the scope of services that is agreed to in writing by the parties, but the parties fail to agree upon a change to the above described schedule for performance of the services, a reasonable extension to the schedule will be allowed to accommodate the change to the scope of services.

#### **4. General Conditions**

The following general conditions are incorporated into and made part of this Agreement:

- A. SHN is an independent contractor and will maintain complete control of and responsibility for its employees, subconsultants, subcontractors, and agents.
- B. CLIENT will provide SHN with all available information concerning this Project, including electronic copies, as necessary. SHN shall be entitled to rely, without liability, on the accuracy and completeness of any and all information and services provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- C. In order to complete the work, CLIENT will provide the right of entry for SHN and subcontractor personnel.
- D. While SHN will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless otherwise noted. In the execution of work, SHN will take all reasonable precautions to avoid damage to surface and subsurface structures and/or utilities. CLIENT agrees to hold SHN harmless for any damages to subsurface structures and/or utilities that are not called to SHN's attention and are not currently shown on the plans furnished or otherwise identified by CLIENT.
- E. In the course of performing the Scope of Services as outlined in this Agreement, previously unknown or unidentified hazardous materials or substances may be encountered. In such event, SHN will not be considered the Owner, in control of, or responsible for said materials. SHN's sole responsibility will be to notify CLIENT of said hazardous materials and possible courses of action for CLIENT to pursue. All work on the Scope of Services outlined in this Agreement will cease until hazardous conditions have been resolved. Any additional work with regard to the hazardous material mitigation measures will be subject to negotiation of a new Agreement. CLIENT agrees to indemnify, defend, and hold SHN, its agents, employees, officers, directors, and independent contractors harmless from any liability relating to or arising from the breach of CLIENT's duties hereunder.

In addition, if cross-contamination of aquifers or other hydrous bodies were to occur in connection with the Scope of Services provided hereunder, CLIENT waives any and all claims against SHN and agrees to defend, indemnify, and hold SHN harmless from any claim or liability for injury or loss that may arise as a result of alleged cross-



contamination. CLIENT further agrees to compensate SHN for any time spent or expenses incurred by SHN in defense of any such claim, in accordance with SHN's prevailing fee schedule and expense reimbursement policy.

- F. SHN will take reasonable precautions to safeguard its own employees. Except as otherwise expressly agreed to in writing by SHN, SHN will have no responsibility for any Project safety program or the safety of any entity or person other than SHN and its employees.
- G. Services performed by SHN under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in the same locality, under similar conditions. SHN will comply with applicable laws, rules, and regulations applicable to the scope of services.
- H. No representation, express or implied, of warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.
- I. CLIENT recognizes that subsurface conditions at various locations on the Project property may vary from those encountered at the location where borings, surveys, or explorations are made by SHN.
- J. The data, interpretations, and recommendations of SHN are based solely on the information available to SHN. SHN will be responsible for its data, interpretations, and recommendations, but will not be responsible for interpretations of the developed information made by others.
- K. Unless express provisions to the contrary are provided herein, SHN shall retain ownership and all copyrights to any plans, specifications, reports, and any other documents it creates for CLIENT, its agents, or assigns. Upon payment to SHN as set forth herein, CLIENT is merely granted a license to use such documents for the Project described herein.
- L. In such a case where CLIENT requests that SHN provide machine-readable information and data regarding PROJECT to CLIENT or CLIENT's authorized agent, SHN shall not be liable for claims, liabilities, or losses arising out of or in connection with:
  - (i) the modifications or misuse by CLIENT or third parties of such electronic data;
  - (ii) decline of accuracy or readability of electronic data due to inappropriate storage conditions or duration; or
  - (iii) any use by CLIENT or third parties of such electronic data, for additions to this project, for the completion of this project by others, for generation of record drawings, or for any other project by SHN.
- M. Drawings shall not be interpreted as being true scale documents of the proposed work. CLIENT, by acceptance of such electronic data, agrees to indemnify SHN for damages and liability resulting from the modification, use, or misuse of such electronic data, as described above.
- N. Neither CLIENT nor SHN may delegate, assign, or transfer their duties or interest in this Agreement without the written consent of the other party except as expressly allowed for herein. SHN may use third parties it engages to perform the services provided hereunder, and SHN may assign the right to collect any amounts due for work performed pursuant to this Agreement to third parties, without the consent of CLIENT having first been obtained.
- O. CLIENT shall review and approve SHN-prepared project documents conforming to the Scope of Services at each phase of the Project.





- P. Any opinion of the capital, construction, or operating costs of the facilities or operations related to the Scope of Services and prepared by SHN, represents SHN's judgment as a professional and is supplied for the general guidance of CLIENT. Because SHN has no control over the cost of labor, material, or equipment, or over the competitive bidding or market conditions, SHN does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to CLIENT.
- Q. If SHN assists CLIENT in the process of selecting other consultants, contractors, or services, CLIENT shall perform its own due diligence in making a final decision. SHN makes no warranty or guarantee on the performance of the selected consultant, contractor, or service.
- R. If CLIENT proposes and goes forward with an objectionable project decision or feature, construction activity, or operational procedure, SHN shall notify CLIENT of its objection and the reasons for the objection. If CLIENT moves forward with the objectionable action, SHN shall be held harmless from liability and negative results related to the action.
- S. SHN and CLIENT agree that any dispute arising under this Agreement and the performance thereof with an amount in controversy exceeding \$10,000.00 shall be subject to non-binding mediation as a prerequisite to further legal proceedings. The cost of such mediation shall be borne equally by the parties. Any party making a demand for mediation shall do so in writing to the other party, and such demand shall suggest not less than five (5) licensed attorneys with offices located within Humboldt County, California, as disinterested mediators to assist with resolution of the dispute. The parties shall cooperate to arrange mediation with a mediator from such list selected by the non-demanding party to be conducted not less than 60 days after the demand having been made. Failure by a party to cooperate with the foregoing shall enable the other party to proceed to further legal proceedings without completing mediation and the party so failing shall be liable for any damages caused by such. Any pertinent statute of limitations shall be tolled pending the conduct of the above-described mediation process. This Agreement shall be governed by the laws of the State of California, and any litigation or other legal proceedings shall be conducted in the Superior Court of California. The parties agree that this Agreement was negotiated and executed in Humboldt County, California, and as such, agree that the proper venue for adjudication of any disputes arising hereunder shall be the Superior Court of California located in Humboldt County, California. SHN and CLIENT waive any right to a trial by jury.
- T. To the fullest extent permitted by law, the total liability, in the aggregate, of SHN and its agents and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance, for any claims, losses, costs, or damages whatsoever arising out of, resulting from, or relating to the Project shall not exceed the total compensation received by SHN. CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by SHN.
- U. To the extent damages are covered by insurance of CLIENT, CLIENT waives all rights against the contractors, consultants, agents, and employees of SHN for damages, except such rights as CLIENT may have to the proceeds of such insurance. CLIENT shall require its contractors, subcontractors, consultants, subconsultants, agents, and such parties' employees to execute similar waivers in a form and substance that is acceptable to SHN, in its reasonable discretion. SHN may further require any insurer capable of providing coverage described herein to expressly waive subrogation of claims against SHN, but





failure of any such insurer to expressly waive subrogation shall in no way create a right of subrogation inconsistent with the terms hereof.

- V. SHN and CLIENT waive all consequential damages and any similar damages in tort, including, but not limited to damages for loss of use, profits, revenue, business opportunity, or production for claims, disputes, or other matters arising out of or relating to this Agreement, regardless of whether such claim or dispute is based upon breach of contract or the negligent act, or omission of SHN or its employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.
- W. SHN shall be afforded reasonable extensions of time with respect to its duty to perform the Scope of Services provided for herein during the period of any force majeure event. Force majeure events shall include but are not limited to strikes; labor troubles; lockouts; inclement weather, including but not limited to extreme heat, hail, snow, freezing temperatures, excessive rain, and excessive wind; drought; floods; blocked road access; acts of God; inability to secure necessary materials; mandated or advised shutdowns due to pandemic or other related conditions; earthquakes; mudslides or earthflows; tsunamis, seiches, utility disturbances; acts of war, terrorism, vandalism, and fire. In addition to the foregoing, CLIENT shall be responsible for any additional costs incurred by SHN in the performance of the Scope of Services provided for herein as a result of any force majeure event.
- X. Unless noted otherwise in Section 5 of this Agreement, CLIENT warrants and represents all work to be performed by SHN pursuant to this Agreement is not subject to State or Federal prevailing wages. If it is subsequently determined that work performed is subject to prevailing wages, CLIENT shall compensate SHN 1.3 times the difference between actual wage paid and prevailing rate required, plus any penalties. CLIENT shall also indemnify, defend, and hold SHN harmless for any other liabilities arising from or related to the breach of CLIENT's representation and warranty regarding prevailing wages.
- Y. This Agreement shall be terminated as follows:
- (i) Upon completion of the Scope of Services and receipt of all compensation due to SHN; or
  - (ii) Upon receipt by either party from the other of ten (10) days' written notice of termination. In such event, SHN shall be compensated for all service performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

**5. Fee**

- A. SHN will be compensated for these services for the firm price of \_\_\_\_\_ fee in words \_\_\_\_\_ dollars (\$\_\_\_\_\_).

OR

SHN will be compensated for these services on a time and expenses basis. Fees are estimated as \_\_\_\_\_ fee in words \_\_\_\_\_ dollars (\$\_\_\_\_\_).

☐ Fees include Prevailing Wage Rates.

☐ Fees DO NOT include Prevailing Wage Rates.

To initiate work on Project, a retainer of \_\_\_\_\_ fee in words \_\_\_\_\_ dollars (\$\_\_\_\_\_) is required.



- B. If Project requirements indicate that the scope of services covered by this Agreement should be revised, an additional Service Agreement or a written addendum to this Agreement will be entered into to cover the revised scope and fee. In the event a change to the scope of services is agreed to in writing as provided for herein, but the parties fail to agree in writing to a revised method or figure for fees concerning the changed scope of services, the fees for the changed scope of services shall be determined on the basis of time and expense in accordance with SHN's current schedule of fees.
- C. SHN will submit monthly progress invoices to CLIENT and the final bill upon completion of the services. CLIENT shall notify SHN within two (2) weeks of receipt of invoice of any dispute with the invoice. CLIENT and SHN will act in good faith to resolve any disputed items promptly. Payment on invoice amounts is due upon receipt of invoice by CLIENT and is past due fifteen (15) days from the date of the invoice. Thereafter, SHN will charge, and CLIENT agrees to pay a finance charge of 1.5% per month on the outstanding balance. At SHN's discretion, this Agreement may be terminated without penalty or liability to SHN for CLIENT failure to make timely payment for outstanding invoices. The retainer will be held until Project completion and will be applied to the final invoice.

In Witness Whereof, the parties have executed this Agreement the day and year first set forth.

**SHN Consulting Engineers & Geologists, Inc.**

Address: 812 W. Wabash Ave.  
Eureka, CA 95501-2138

**CLIENT: Client Name**

Address: \_\_\_\_\_  
Address

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

License #: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





Phone: (707) 441-8855 Email: info@shn-engr.com Web: shn-engr.com  
812 W. Wabash Avenue, Eureka, CA 95501-2138

Reference: 016107

March 30, 2025

Vicki Hutton  
City of Blue Lake  
PO Box 458  
Blue Lake, CA 95525

**Subject: Invoice Detail (Invoice No. 124950)**

Dear Ms. Hutton:

Below are details for the following billing groups on Invoice No. 124950. Work was completed by City Planner Garry Rees unless otherwise specified in the Task Notes under each billing group.

**001 – City Planner**

Task Notes	Hours	Rate	Amount
Assist with completing the County Hazard Mitigation Plan forms.	0.5	\$150	\$75.00
<b>Leanna Brotherton:</b> Assist with completing the County Hazard Mitigation Plan forms.	0.5	\$95	\$47.50
<b>TOTAL</b>	<b>1</b>		<b>\$122.50</b>

**005 – Permit Processing**

Task Notes	Hours	Rate	Amount
<b>Leanna Brotherton:</b> Review Sea Goat Farmstand and Makers Space business license. Prepare parking waiver determination and notice of action.	1.5	\$95	\$142.50
<b>TOTAL</b>	<b>1.5</b>		<b>\$142.50</b>



**018 – General Plan**

Task Notes	Hours	Rate	Amount
<b>Allison Edrington:</b> Work on General Plan modernization for Public Safety Element, Scenic Highway Element, Noise Element, Downtown Element.	4	\$110	\$440.00
<b>Laurie MacMillan:</b> Work on General Plan modernization for Public Safety Element, Scenic Highway Element, Noise Element, Downtown Element.	15.75	\$110	\$1,732.50
<b>Leanna Brotherton:</b> Assist Eureka admin staff with General Plan modernization.	4.5	\$95.00	\$427.50
Meeting with HCD about current draft of Multi-Family Combining Zone (Housing Element Implementation Program HI-14).	1.25	\$150.00	\$187.50
Review General Plan elements as part of General Plan modernization.	1	\$150.00	\$150.00
<b>TOTAL</b>	<b>26.50</b>		<b>\$2,937.50</b>

Please email me at [grees@shn-engr.com](mailto:grees@shn-engr.com) or call me at 707-441-8855 if you have any questions.

Respectfully submitted,

**SHN**



Garry Rees, AICP  
Principal Planner

Appendix: 1. Invoice No. 124950





**Invoice****SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.**

707-441-8855

812 W. Wabash Ave.

Eureka, CA 95501

Tax ID# 94-2571944

March 25, 2025

Invoice No: 124950

VICKI HUTTON  
CITY OF BLUE LAKE  
P.O. BOX 458  
BLUE LAKE, CA 95525

Project Manager Garrison Rees III

Project 016107 BLUE LAKE CITY PLANNING (GCR)

**Professional Services for the Period Ending February 28, 2025**

Billing Group 001 CITY PLANNER

**Professional Services**

	Hours	Rate	Amount	
Brotherton, Leanna	.50	95.00	47.50	
Rees III, Garrison	.50	150.00	75.00	
Totals	1.00		122.50	
<b>Total Labor</b>				<b>122.50</b>
				<b>Billing Group Total</b>
				<b>\$122.50</b>

Billing Group 004 OFFICE HOURS

**Professional Services**

	Hours	Rate	Amount	
Brotherton, Leanna	7.50	95.00	712.50	
Ludtke, Jordan	.50	170.00	85.00	
Rees III, Garrison	9.50	150.00	1,425.00	
Totals	17.50		2,222.50	
<b>Total Labor</b>				<b>2,222.50</b>
				<b>Billing Group Total</b>
				<b>\$2,222.50</b>

Billing Group 005 PERMIT PROCESSING

**Professional Services**

	Hours	Rate	Amount	
Brotherton, Leanna	1.50	95.00	142.50	
Totals	1.50		142.50	
<b>Total Labor</b>				<b>142.50</b>
				<b>Billing Group Total</b>
				<b>\$142.50</b>

Billing Group 006 PC MTG

**Professional Services**

	Hours	Rate	Amount	
Rees III, Garrison	1.25	150.00	187.50	
Totals	1.25		187.50	
<b>Total Labor</b>				<b>187.50</b>
				<b>Billing Group Total</b>
				<b>\$187.50</b>

SHN - All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.

Project	016107	BLUE LAKE CITY PLANNING (GCR)	Invoice	124950
Billing Group	018	GENERAL PLAN		
<b>Professional Services</b>				
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Brotherton, Leanna		4.50	95.00	427.50
Edrington, Allison		4.00	110.00	440.00
MacMillan, Laurie		15.75	110.00	1,732.50
Rees III, Garrison		2.25	150.00	337.50
Totals		26.50		2,937.50
<b>Total Labor</b>				<b>2,937.50</b>
		<b>Billing Group Total</b>		<b>\$2,937.50</b>
Billing Group	141	DANCO CUP 82		
<b>Professional Services</b>				
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Foget, Michael		.50	210.00	105.00
Rees III, Garrison		1.25	170.00	212.50
Saler, Joseph		1.00	145.00	145.00
Stiles, Paul		12.00	95.00	1,140.00
Totals		14.75		1,602.50
<b>Total Labor</b>				<b>1,602.50</b>
		<b>Billing Group Total</b>		<b>\$1,602.50</b>
		<b>Total Project Invoice Amount</b>		<b>\$7,215.00</b>



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Eureka, CA | Fort Bragg, CA | Redding, CA | Willits, CA | Coos Bay, OR | Klamath Falls, OR | Lakeview, OR

[www.shn-engr.com](http://www.shn-engr.com)



**EXHIBIT C**  
**FEE SCHEDULE**



## SHN Consulting Engineers & Geologists, Inc.; Fee Schedule, January 1, 2025

Hourly charge rates include payroll costs, overhead, and profit. Hourly services are billed portal to portal and are subject to a 2-hour minimum. Rates increase each year on January 1. Annual increases will be capped at 3% per year. Current rates are as follows:

Hourly Charge Rates			
Position <sup>1</sup>	Hourly Rates		
Principal	\$ 180.00	-	\$ 230.00
Senior Engineer	\$ 180.00	-	\$ 230.00
Senior Geotechnical Engineer	\$ 170.00	-	\$ 220.00
Senior Engineering Geologist	\$ 170.00	-	\$ 230.00
Senior Geologist	\$ 160.00	-	\$ 220.00
Senior Planner	\$ 140.00	-	\$ 200.00
Senior Environmental Scientist	\$ 160.00	-	\$ 210.00
Senior Land Surveyor	\$ 140.00	-	\$ 280.00 <sup>3</sup>
Project Manager	\$ 120.00	-	\$ 210.00
Project Engineer	\$ 130.00	-	\$ 180.00
Project Geologist	\$ 120.00	-	\$ 180.00
Project Land Surveyor	\$ 110.00	-	\$ 280.00 <sup>3</sup>
Associate Planner	\$ 100.00	-	\$ 140.00
Associate Environmental Scientist	\$ 120.00	-	\$ 160.00
Staff Engineer	\$ 100.00	-	\$ 140.00
Staff Geologist	\$ 100.00	-	\$ 140.00
Staff Planner	\$ 90.00	-	\$ 130.00
Staff Environmental Scientist	\$ 110.00	-	\$ 150.00
Staff Land Surveyor <sup>3</sup>	\$ 100.00	-	\$ 260.00 <sup>3</sup>
Certified Industrial Hygienist	\$ 150.00	-	\$ 200.00
GIS/UAV Specialist	\$ 90.00	-	\$ 145.00
Construction Inspector <sup>3</sup>	\$ 100.00	-	\$ 290.00 <sup>3</sup>
Lab/Field Technician <sup>3</sup>	\$ 100.00	-	\$ 290.00 <sup>3</sup>
Survey Technician <sup>3</sup>	\$ 90.00	-	\$ 290.00 <sup>3</sup>
Engineering Technician/Draftsperson	\$ 110.00	-	\$ 160.00
Technical Writer	\$ 100.00	-	\$ 120.00
Clerical	\$ 80.00	-	\$ 100.00
Expert Witness <sup>2,4</sup>	\$ 185.00	-	\$ 285.00

1 Incidental expenses, i.e., lodging, meals, airplane tickets, etc., are billed at cost plus 15%.

2 Minimum daily charge is four hours.

3 Rates depend on the specific personnel assigned and if **prevailing wage rates are required in the area of work**.

4 Rates for Expert Witness are charged for preparation and testimony for both deposition(s) and trial(s).

### Reimbursables

The following direct charges are charged in addition to the hourly charge rates set forth above.

#### Direct Charges:

CADD plots (black & white)	\$ 0.40/sq. ft.
CADD plots (color)	\$ 0.90/sq. ft.
Copies	\$ 0.15/ea.
Equipment and other expenditures (required for projects)	Cost + 15%
Iron pipe, monuments, flagging, etc.	Cost + 15%
Mylars	\$ 20.00
Services of other consultants	Cost + 15%
Stakes, hubs, lath, etc.	Cost + 15%
Subsistence, air travel, etc.	Cost + 15%
Vehicles	\$ 50.00/day