00264.13

PERSONAL SERVICES AGREEMENT
THIRD AMENDMENT

Contract Number: BOCC 2013-2

THIS AGREEMENT is entered into between COWLITZ COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Cowlitz County") and ICF Jones & Stokes, Inc. (hereinafter called "Contractor"). This Agreement constitutes the Third Amendment to Contract BOCC 2013-2 dated May 16, 2013, as modified by the First Amendment to Contract BOCC 2013-2 dated June 25, 2013, and by the Second Amendment to Contract BOCC 2013-2 dated October 17, 2013, and amends portions of Attachment A, Scope of Work, and replaces Attachment B Compensation to remove and clarify some tasks and to add additional tasks and to provide additional compensation.

This Agreement is comprised of:

☒ Attachment A – First Amended Scope of Work

☒ Attachment B – Compensation

☒ Attachment C – General Conditions

☒ Attachment D – Special Terms and Conditions

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

The term of this Agreement shall commence on the 15th day of July, 2014 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 1st day of May, 2018.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 15th day of July 2014.

ICF JONES & STOKES, INC.

Robert Toth
Senior Vice President

Date: July 10, 2014

COWLITZ COUNTY

Michael A. Karnofski
Chairman
Cowlitz County Board of Commissioners

ATTEST:

Tiffany Ostrein, Clerk of the Board 7-15-14

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

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PERSONAL SERVICES AGREEMENT
THIRD AMENDED SCOPE OF WORK
COWLITZ COUNTY AND ICF/JONES & STOKES
July 9, 2014

1.0 Introduction

This amended scope of work constitutes the Third Amended Scope of Work to the Professional Services Agreement BOCC 2013-2 dated May 16, 2013, as amended by the First Amendment dated June 25, 2013 and the Second Amendment dated October 22, 2013, between Cowlitz County and ICF Jones & Stokes, Inc. (Contractor).

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

2.0 Scope of Work Summary

Millennium Bulk Terminals–Longview, LLC (the Applicant), proposes to construct and operate a marine terminal for export of coal to be located in Cowlitz County, Washington. The project will require completion of EISs to comply with SEPA and NEPA.

The Cowlitz County Department of Building and Planning (County), U. S. Army Corps of Engineers (Corps), and Washington State Department of Ecology (Ecology) entered into a Memorandum of Understanding (MOU) to work cooperatively as co-lead agencies for the completion of the SEPA and NEPA EISs.

The Corps is the Federal lead agency for the EIS under NEPA and the County and Ecology are co-lead agencies (SEPA Agencies) for the EIS under SEPA. The County is the nominal lead for SEPA. This scope of work covers both the SEPA and NEPA EISs.

The Contractor shall prepare the SEPA EIS under the joint direction of the County and Ecology. The NEPA EIS shall be prepared under the direction of the Corps. The County, Ecology, and the Corps are collectively referred to herein as the "Agencies." In the event the MOU is terminated the phrase "Agencies" throughout this scope of work and any related scopes of work and contracts shall mean Cowlitz County, and the Contractor, shall proceed to complete the SEPA EIS under the exclusive direction of the County.

It is anticipated the majority of the analysis in the SEPA and NEPA EIS documents will overlap. Where the content of the NEPA and SEPA EIS documents overlap, the County, Corps, and Ecology will collaborate and share information; seeking consensus on data collection, study areas, methodologies, and other issues to be used in preparing the NEPA and SEPA documents. To the extent that a consensus cannot be reached amongst the Agencies, the County and Ecology will determine the scope, content, and timing of the SEPA EIS; while the Corps will determine the scope, content, and timing of the NEPA EIS.

This scope of work addresses Phase 1 and Phase 2 of the SEPA and NEPA process. Phase 1 has been completed, and generally included initial mobilization, project management, expanded scoping under SEPA (including the preparation of scoping reports for SEPA and NEPA), and a portion of the project refinement phase, which included a review of the Applicant's existing conditions reports.

Phase 2 includes development of approaches and methods, technical analysis, and preparation of the Draft SEPA and Draft NEPA EISs. A subsequent amendment to this scope of work, following the release of the Draft EISs for public comment, will include activities related to the review and response to public comments provided during the public comment period(s) for the Draft SEPA and Draft NEPA EISs, comment processing, and preparation of the Final EISs.

The Contractor may commence work on the services for this Third Amended Scope of Work only after receiving a written Notice to Proceed from the County. This scope of work and associated budget may also be amended if during the course of the Phase 2 work it is determined by the Agencies and Contractor that additional activities associated with SEPA and/or NEPA EIS activities will be necessary.

3.0 Work Elements

The following outlines specific work elements for Phase 1 (Public Scoping) and Phase 2 (Draft SEPA EIS and Draft NEPA EIS).

Following completion of public scoping, the Agencies determined the technical and geographic scope of analyses for both the NEPA and SEPA EISs. This Phase 2 scope defines the approach to developing the No Action Alternative and the Applicant's proposed alternatives under SEPA and NEPA. Concurrent with alternatives identification, baseline conditions will be established at the proposed project site and throughout the geographically scoped study areas. Impacts assessments will be conducted through comparison of potential impacts of alternatives in the NEPA and SEPA EIS (including, at a minimum, the Applicant's project proposal and the No Action Alternative) against existing conditions and/or the established environmental baselines. Best available science or best practices will be used to identify a list of potential mitigation measures. Mitigation built into the proposal will be analyzed, as well as potential impact avoidance through slight design alterations. Findings will be presented in technical reports that will be summarized in both the SEPA EIS and the NEPA EIS, pursuant to SEPA and NEPA guidance from the Agencies. The Draft EISs will include a description of the project proposal, reasonable alternatives to be studied, affected environment/existing conditions, and a review of environmental impacts and mitigation measures to address significant, adverse effects.

Analysis of the direct, indirect, and cumulative impacts of construction and operation of the marine terminal, upland materials handling, storage facilities, and rail facilities will be included, along with proposed mitigation measures. The Draft EISs will be written using plain language, with technical studies provided as part of an appendix.

Task 1 - Contract Management

The contract management task includes activities focused on internal and external management, invoicing, and record keeping. Activities in this task span the length of the project, from Notice to Proceed through completion of the Draft EISs.

Task 1.1 Project Management and Communications Plan

The Contractor shall prepare and follow a Project Management and Communications Plan (PMCP) for internal use by the Contractor's team. The PMCP will be updated as necessary to ensure consistent and timely guidance to the Contractor team.

Assumptions:

- This PMCP is for use by the Contractor's internal team

Deliverables:

- None

Task 1.2 Meetings with Agencies

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

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

It may be necessary, during the course of the EIS process, to hold SEPA-only or NEPA-only meetings or calls with the appropriate lead agencies. In addition, depending upon the weekly agenda, not all team members (Agency staff and Contractor team) will be required to participate.

Assumptions:

- Communications with Applicant are subject to the Communications Protocol Agreement
- The Contractor Project Manager, Deputy Project Manager, and the Project Coordinator shall participate in weekly, or as scheduled, conference calls to the maximum extent practicable
- Technical staff and strategic advisors will participate in calls and/or meetings, as needed, pursuant to the direction by the Contractor Project Manager
- Conference calls will typically be one hour in length, in person meetings may extend beyond the scheduled one hour

- All deliverables as part of this subtask will be submitted electronically via email to conference call/meeting participants
- Internet based conferences may be used to share and review information during the calls
- Meetings and deliverables may not always be necessary and may not involve all Agencies

Deliverables:
- Agendas
- Meeting summaries (draft and final)
- Weekly action item lists

Task 1.3 Kick-off Meetings

A kick-off meeting was held in Kelso upon receipt of Notice to Proceed for Phase 1. A similar kick-off meeting will be held with the Agencies upon Notice to Proceed for Phase 2, the Draft EIS phase. Contractor participants shall include the Contractor Project Manager, Deputy Project Manager, Project Coordinator, and Technical Team Leaders, as identified in the Contractor Organization Chart.

The meeting will focus on project understanding, scope/budget/schedule, team communications, document templates, and internal coordination/review protocols.

Assumptions:
- All deliverables as part of this subtask will be submitted electronically via email to kick-off meeting participants

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

Task 1.4 Project Schedule and Deadlines for Deliverables

The Contractor shall prepare a project schedule in conjunction with a detailed scope of work and budget for preparation and completion of the SEPA and NEPA EISs. While the schedule will include Phase 1 milestones and deadlines, the schedule will also include an overall EIS Development Schedule for Phase 2 with key deliverables identified for both the SEPA and NEPA EISs. The schedule shall be used as a framework to verify the necessary activities and required resources to complete the scope of work on time.

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

A Phase 2 schedule will be prepared following approval of the Third Amended Scope of Work and budget. Development of the Phase 2 schedule will be prepared with input from the Agencies. Following approval of the initial Phase 2 budget, the Contractor shall continually monitor critical path and key milestones, alerting the Agencies of any schedule slippage or

potential risks as the project moves forward.

The Phase 2 schedule will identify the critical path, including identification of timeline for decision making, scope amendment, and analysis related to the following subtasks: 4.12, 4.14, 4.20, 4.21, 4.22, 4.23, and 4.24. All of these subtasks require decisions and direction by the Agencies within specific timeframes in order to meet the overall project schedule.

Assumptions:

- Preliminary Phase 1 schedule shall be used as a baseline and shall be updated for Phase 2
- Contractor shall provide an electronic PDF schedule to Agencies for review
- Agencies shall provide comments on the Phase 2 schedule within seven days. It is anticipated that a conference call will be held to discuss initial schedule
- Contractor shall provide a revised project schedule within five business days of compiled comments from Agencies
- Delay in review and revision cycle may require revision to the overall project schedule
- The project schedule will be updated, as necessary

Deliverables:

- Electronic Phase 1 and Phase 2 project schedules (PDF and MS Project), updated as necessary

Task 1.5 Quality Assurance/Quality Control and Regulatory Review

The Contractor shall prepare a Quality Assurance/Quality Control Plan (QA/QC Plan) for the NEPA/SEPA EIS process. The QA/QC Plan shall be incorporated into the PMCP presented in subtask 1.1, this document is intended for the Contractor's internal project team and is not a project deliverable.

The Contractor Project Manager, Deputy Project Manager, and/or Strategic Advisors shall review and approve all deliverables produced as part of this scope of work. Quality Assurance/Quality Control (QA/QC) review shall be performed prior to submittal of deliverables to the Agencies. In addition, periodic regulatory reviews will take place to ensure technical methods, analyses, and findings are consistent with current SEPA and NEPA guidance.

Assumptions:

- None

Deliverables:

- None

Task 1.6 Records/Administrative Records Management

The Contractor shall prepare an Administrative Records Protocol for the NEPA and SEPA EIS process. The Protocol shall be incorporated into the PMCP presented in subtask 1.1.

The Administrative Records Protocol will outline the process for managing correspondence, meeting minutes, drawings, reports, and other documents received and generated over the course of the project. This information shall be maintained to facilitate retrieval in

accordance with the federal Freedom of Information Act (FOIA) and state Public Records Act. The document control system will allow for the electronic distribution of and access to file materials to authorized project personnel. The Contractor shall establish a secure internet document sharing site. The site will not be accessible to the public and no records shall be publically available until approved by the Agencies for uploading in the Administrative Record file and/or project website.

All information related to the two EIS processes shall be provided to each of the Agencies upon completion of this Agreement, including an inventory of all documents, phone, email and other records for the Administrative Record. This includes access to all information that supports the findings, conclusions and recommendations of the Contractor's reports, including computer models and methodology for those models.

Assumptions:

- Contractor shall identify a Records Manager

Deliverables:

- A SharePoint site, or other similar document management site, shall be maintained for NEPA and SEPA

Task 1.7 Invoicing and Progress Reports

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

Assumptions:

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

Deliverables:

- Monthly invoice and progress report

Task 1.8 Project Management and Coordination

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

In addition, this subtask includes Contractor meetings related to the planning and development of the document organization. The intent of these meetings may include discussions focused on the organization of the Draft EISs, define the project study area for each discipline, define the level of detail and models/tools required for the Draft EISs in consideration of the broader project scope (for example, should certain disciplines precede other disciplines for efficiency, characterization of potential impacts to help define the project study area for each discipline, identification of models or specialized analytical tools required for evaluating potential impacts for certain disciplines, level of detail required for quantitative and qualitative evaluation of potential impacts at the various scales of the project scope [i.e., project site, Cowlitz County, Washington State, beyond Washington State]). The Agencies may participate in these meetings,

as appropriate.

This task will allow the internal Contractor team to communicate and coordinate early in the Draft EIS process and will help ensure consistency between disciplines. The Contractor can then provide clear, concise direction regarding preparation of the technical reports that will support the Draft EISs. As part of this task, an internal team kick-off meeting will be held with the technical team upon Phase 2 Notice to Proceed.

Assumptions:

- None

Deliverables:

- Meeting notes and agendas, as appropriate

Task 1.9 Template and Style Sheets

The Contractor will develop templates for technical reports, the EISs, and report figures/graphics. A Style Sheet will be developed for the project so authors, reviewers, and editors use common styles and terminology. Basemaps will be developed for three different scales (i.e., Cowlitz County, Washington State, beyond Washington State) – map figures in the technical reports will adhere to the predetermined scales.

Assumptions

- Templates could include color, but will be designed so they are readable in black & white.
- Templates will be submitted to Agencies for approval

Deliverables

- Technical Report Template for each discipline
- NEPA and SEPA EISs Template
- Style Sheet
- Basemaps, as appropriate

Task 2 - Public Outreach

Task 2 encompasses all public and agency outreach efforts associated with public scoping and the NEPA and SEPA Draft EIS comment periods. Also included is creation and maintenance of the project website, various public outreach reports, and comment management and processing of both the NEPA and SEPA EISs.

Task 2.1 Public Involvement Plan

The Contractor shall coordinate with the Agencies and the project team to ensure all community outreach activities are aligned with the technical tasks and procedural deadlines during completion of the NEPA/SEPA tasking in Phase 1. The Public Involvement Plan (PIP) completed during Phase 1, addresses engagement with tribes, interest groups, specific stakeholders, and the general public. The plan outlines specific efforts that supported NEPA and SEPA requirements including communication protocols, methodologies, and tools. The plan uses outreach techniques that are transparent and that are designed to ensure a legitimate attempt to engage all interested parties who express an interest in learning about the project and the environmental review process.

The plan is shaped in part by pre-scoping stakeholder interviews that identify expectations for public information and participation. The stakeholders include local government officials in affected communities, representatives of stakeholder groups who have been participating in other similar processes, local interest groups (e.g., labor and community groups) located in Southwest Washington, tribes, and representatives of, or service providers for, environmental justice populations. Stakeholders identified during Phase 1 will continue to be engaged throughout the completion of Phase 2 and the two Draft EISs. Engagement with these stakeholders is not included in this scope of work and budget. Following completion of the PIP, which will include a process for stakeholder engagement, this scope and budget will be amended, as appropriate.

The PIP includes:

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

The Phase 1 PIP shall be expanded to include Phase 2 activities, which will include updated information presented in the Phase 1 PIP and include activities unique to Phase 2, including, but not limited to:

- Length of the NEPA and SEPA Draft EIS public comment period(s)
- Number and locations of NEPA and SEPA Draft EIS public comment meetings
- Description of methods that will be offered to receive comments during the NEPA and SEPA Draft EIS comment periods

If either of the NEPA or SEPA EIS schedules change and are no longer in alignment, two PIPs may be required which identify different public comment periods, different public comment meetings, and an overall different comment collection process.

Assumptions:

- The public comment period for scoping is complete
- Stakeholder interviews are complete
- An electronic draft and final PIP was approved by Agencies for Phase 1
- Contractor will maintain a record of media coverage
- Contractor will notify Agencies if media coverage includes inaccurate information
- Delay in review and revision cycle may require revision to the overall project schedule
- Agencies shall determine the length of the Draft EIS public comment periods and the number of Draft EIS public comment meetings following completion of the technical reports (Task 4)
- An electronic draft Phase 2 PIP will be submitted to Agencies for comment and review. Comments, compiled into one document, shall be submitted to the Contractor within 30 days of submittal
- No more than two incremental submittals will be prepared prior to submittal of the draft Phase 2 PIP
- The Phase 2 PIP shall include outreach efforts for both the NEPA and SEPA EISs
- If the schedule for the NEPA and SEPA EISs are not on the same timeline, two PIPs may be required. This scope and budget will be amended to reflect an additional PIP, if necessary

Deliverables:

- Media and social media email reports, every two weeks or as needed
- Two incremental draft and final PIPs for Phase I in Word format
- Two incremental draft and final PIPs for Phase 2 in Word format

Task 2.2 Project Website

The Contractor will continue to host a website that will provide detailed information about the NEPA and SEPA processes. It is designed to be expanded during future project phases. It contains a home page, a fact sheet, a "how to get involved" page, explanation of the proposal, schedule, notices of upcoming events, pertinent project documents, photos of the site, bibliography of studies being used to support the technical analysis, information on the site such as the status of cleanup actions and current operations and online scoping section. The site includes links to the Agencies' websites. Project related content (Notice of Intent, Declaration of Significance, etc.) shall be added to the site as it becomes available. Website maintenance will continue throughout the development and release of the Draft EISs.

In addition, within the project website the Contractor will post material from the Draft EIS comment meeting (online meeting). The online meeting shall include Draft EIS comment meeting displays and an electronic comment form so comments can be made through the website. The online NEPA and SEPA Draft EISs' comment meeting material will be posted to coincide with the public meetings and each Draft EIS comment period.

If either of the NEPA or SEPA EIS schedules change and are no longer in alignment, the website material including the public comment period information, will reflect the

differences in schedule, which may result in two "online meetings". The website shall be updated weekly or as needed to keep information current. Posting of public comments on the Draft EIS to the website is not included as part of this scope of work and budget. The Contractor and the Agencies shall review "lessons learned" from Phase 1 and develop a revised approach to comment posting for Phase 2. Once a revised approach is developed, this scope and budget shall be amended for Phase 2.

Assumptions:

- Contractor shall host the website using a .gov domain name and following all .gov domain name requirements for use. The site shall include up to twenty pages
- If the .gov requirements dictate the use of a public agency hosting site, Agencies and Contractor shall instead purchase and use a .com, .org, or .net domain
- Contractor or Agencies shall purchase .com, .org, and .net websites with the same domain name
- Agencies will provide a link from their web sites to the project website
- Agencies will review and provide comment on the website, as required by the project, and all subsequent additions within two days of receipt
- Posting of public comments on the Draft EISs to the website is not included as part of this scope of work and budget. Contractor and Agencies shall review "lessons learned" from Phase 1 and develop a revised approach to comment posting for Phase 2. Once a revised approach is developed, this scope and budget shall be amended

Deliverables:

- A website with up to twenty pages of content hosted by Contractor
- Updated content, as needed, to keep information current

Task 2.3 Scoping and Draft EIS Comment Period Meetings

Scoping for the project (Phase 1) is complete.

The Contractor shall arrange facilities and coordinate logistics for the SEPA and NEPA Draft EIS comment periods. The precise number and location of the meetings will be determined in consultation with the Agencies. The Contractor shall prepare all materials necessary for the Draft EIS public comment periods meetings, including boards, handouts, comment sheets, and newspaper announcements. The format of the meetings, and content of the material, will be determined by the Agencies in consultation with the Contractor. This scope of work and budget shall be amended to include preparation of materials and public meetings, following discussion and decisions by the Agencies.

Assumptions:

- The meeting locations will require the approval from Agencies
- This scope of work and budget shall be amended to include preparation of materials and public meetings, following discussion and decisions by Agencies
- NEPA and SEPA Draft EIS discussions and consultation will be conducted separately with agencies and tribes, as identified in subtask 2.4

Deliverables:

- To be determined based on the format and approach to public comment that is identified by Agencies

Task 2.4 Agency and Tribal Consultation

Agency and tribal consultation will entail two different approaches; one for the SEPA process and another for the NEPA process.

For NEPA, under the Corps direction, the Contractor management team will coordinate and meet with the Corps' and any NEPA Cooperating Agencies per the Memoranda of Understanding between the Corps and each Cooperating Agency. The Contractor shall attend up to three meetings with the Corps and the Cooperating Agencies, as appropriate per Corps' direction.

For SEPA, Cowlitz County and Ecology (SEPA Agencies) shall coordinate and facilitate agency and tribal meetings as part of the SEPA process. The SEPA Agencies shall be responsible for all logistics. The Contractor shall attend up to three agency and tribal meetings and shall prepare meeting summaries for each meeting.

Additionally, other local and state agencies have data that are important to Ecology's review and refinement of the study methodologies and development of the EIS studies. Potential subjects for meetings with other state and local agencies include inquiry about existing studies, expectations for analyses, guidance on backup studies to be performed, and consultation regarding on-site conditions that may inform the Draft EIS analyses. Collection of this data and information is a typical activity included in the existing conditions data collection effort performed by the Contractor and is included in Task 4.

Assumptions:

- Meetings with Cooperating Agencies will focus on the scope of the NEPA EIS as determined by the Corps. Contractor shall take direction from the Corps related to coordination with Cooperating Agencies
- Efforts to locate and identify technical resources identified during any agency or tribal meeting are included in Task 4

Deliverables:

- Up to three agency and tribal meeting summaries (SEPA meetings) (draft and final)
- Up to three NEPA Cooperating Agencies meeting summaries (draft and final)

Task 2.5 Comment Management

The Contractor shall develop, implement and manage a process for collecting, tracking, posting, and analyzing public comments during the SEPA and NEPA Draft EIS comment period(s). This process shall benefit from an exploration of lessons learned from the scoping period.

Assumptions:

- For Phase 2 comment management and website posting, the Contractor and the Agencies will discuss lessons learned and determine the most appropriate process for

managing, posting, and summarizing public comments. This scope and budget will be amended to include comment management tasks

Deliverables:

- Revised scope and budget for comment processing, website posting, and Draft EIS comment summary, as appropriate

Task 2.6 Scoping Report

This subtask was completed as part of Phase 1.

Task 2.7 General Media Communications Support

The Contractor shall provide general media and communications support to the Agencies, as requested. Support can include development of media advisories, legislative presentations, media call scripts, and other communications materials.

Assumptions:

- Requests will be periodic and will not exceed a total of 80 hours
- Contractor will not engage with the media, unless otherwise instructed by Agencies

Deliverables:

- Draft media and communications materials, as requested

Task 3 - Project Refinement/Data Collection and Analyses

Task 3 contains activities related to the review of existing technical and environmental reports prepared by the Applicant, as described under each subtask. All subtasks in Task 3 have been completed as part of Phase 1. Where gaps are identified, the Contractor shall collect and supplement information for use in the impacts analysis per Task 4. Additional activities associated with describing the existing conditions are included as part of Task 4 of this scope of work.

Task 3.1 Evaluation of Data Resources to Describe Existing Conditions

The Contractor shall participate in up to eight, four-hour meetings with the Agencies and the Applicant, as appropriate, to review the project description, study area maps, alignment sheets, aerial photographs, and any conceptual engineering design drawings the Applicant has prepared for the project. The Contractor will identify and discuss any environmental analyses that have already been prepared for this project that may be of use. Meetings between the Contractor and the Agencies may be held to discuss methodologies, approaches, and emerging issues.

Assumptions:

- Communications Protocol Agreement shall be followed for communications with Applicant
- Agencies shall obtain all data and reports from Applicant, unless Contractor is otherwise directed by Agencies
- All data and reports shall be delivered to Contractor within the project schedule

Deliverables:

- Meeting material, as appropriate

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

The Contractor shall review existing wetland delineation forms and other wetland reports and material provided by the Applicant and the Agencies. Following review of these reports, the Contractor shall prepare a memorandum for SEPA identifying the level of effort necessary to confirm and ground-truth the delineations.

Assumptions:

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

Deliverables:

- Existing conditions work plan memoranda for SEPA

Task 3.3 Aquatic Habitat and Species (including Fish and Marine Mammals)

The Contractor will collect and review existing Applicant technical and environmental studies and identify potential data gaps. The Contractor will provide a list of these data gaps and additional questions to the Agencies for review and response by the Applicant. As part of this review, the Contractor shall participate in a site visit of the proposed project site.

Assumptions:

- Applicant will provide existing conditions materials to Contractor within the identified project schedule
- Applicant will provide answers to Contractor questions within one week of receipt
- Information compiled during this task shall be incorporated into the appropriate technical reports prepared under Task 4 of this scope of work
- Delay in response from Applicant may require revision to the overall project schedule

Deliverables:

- List of questions and data gaps for Applicant

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

The Contractor will collect and review existing Applicant technical and environmental studies and identify potential data gaps. The Contractor will provide a list of these data gaps and additional questions to the Agencies for review and response by the Applicant. As part of this review, the Contractor shall participate in a site visit of the proposed project site.

Assumptions:

- Applicant will provide existing conditions materials to Contractor within the identified project schedule
- Applicant will provide answers to Contractor questions within one week of receipt
- Information compiled during this task shall be incorporated into the appropriate technical reports prepared under Task 4 of this scope of work
- Delay in response from Applicant may require revision to the overall project schedule

Deliverables:

- List of questions and data gaps for Applicant

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

The Contractor will collect and review existing Applicant technical and environmental studies and identify potential data gaps. The Contractor will provide a list of these data gaps and additional questions to the Agencies for review and response by the Applicant. As part of this review, the Contractor shall participate in a site visit of the proposed project site.

Assumptions:

- Applicant will provide existing conditions materials to Contractor within the identified project schedule
- Applicant will provide answers to Contractor questions within one week of receipt
- Information compiled during this task shall be incorporated into the appropriate technical reports prepared under Task 4 of this scope of work
- Delay in response from Applicant may require revision to the overall project schedule

Deliverables:

- List of questions and data gaps for Applicant

Task 3.6 Terrestrial Wildlife: Data Collection and Existing Conditions

The Contractor will collect and review existing Applicant's technical and environmental studies and identify potential data gaps. The Contractor will provide a list of these data gaps and additional questions to the Agencies for review and response by the Applicant. As part of this review, the Contractor shall participate in a site visit of the proposed project site.

Assumptions:

- Applicant will provide existing conditions materials to Contractor within the identified project schedule
- Applicant will provide answers to Contractor questions within one week of receipt
- Information compiled during this task shall be incorporated into the appropriate technical reports prepared under Task 4 of this scope of work
- Delay in response from Applicant may require revision to the overall project schedule

Deliverables:

- List of questions and data gaps for Applicant

Task 3.7 Hydrology: Data Collection and Existing Conditions

The Contractor will collect and review existing Applicant's technical and environmental studies and identify potential data gaps. The Contractor will provide a list of these data gaps and additional questions to the Agencies for review and response by the Applicant. As part of this review, the Contractor shall participate in a site visit of the proposed project site.

Assumptions:

- Applicant will provide existing conditions materials to Contractor within the identified project schedule
- Applicant will provide answers to Contractor questions within one week of receipt
- Information compiled during this task shall be incorporated into the appropriate technical reports prepared under Task 4 of this scope of work
- Delay in response from Applicant may require revision to the overall project schedule

Deliverables:

- List of questions and data gaps for Applicant

Task 3.8 Water Quality: Data Collection and Existing Conditions

The Contractor will collect and review existing Applicant's technical and environmental studies and identify potential data gaps. The Contractor will provide a list of these data gaps and additional questions to the Agencies for review and response by the Applicant. As part of this review, the Contractor shall participate in a site visit of the proposed project site.

Assumptions:

- Applicant will provide existing conditions materials to Contractor within the identified project schedule
- Applicant will provide answers to Contractor questions within one week of receipt
- Information compiled during this task shall be incorporated into the appropriate technical reports prepared under Task 4 of this scope of work
- Delay in response from Applicant may require revision to the overall project schedule

Deliverables:

- List of questions and data gaps for Applicant

Task 3.9 Geology and Soils: Data Collection and Existing Conditions

The Contractor will collect and review existing Applicant's technical and environmental studies and identify potential data gaps. The Contractor will provide a list of these data gaps and additional questions to the Agencies for review and response by the Applicant. As part of this review, the Contractor shall participate in a site visit of the proposed project site.

Assumptions:

- Applicant will provide existing conditions materials to Contractor within the identified project schedule
- Applicant will provide answers to Contractor questions within one week of receipt
- Information compiled during this task shall be incorporated into the appropriate technical reports prepared under Task 4 of this scope of work
- Delay in response from Applicant may require revision to the overall project schedule

Deliverables:

- List of questions and data gaps for Applicant

Task 3.10 Hazardous Materials: Data Collection and Existing Conditions

The Contractor will collect and review existing Applicant's technical and environmental studies and identify potential data gaps. The Contractor will provide a list of these data gaps and additional questions to the Agencies for review and response by the Applicant. As part of this review, the Contractor shall participate in a site visit of the proposed project site.

Assumptions:

- Applicant will provide existing conditions materials to Contractor within the identified project schedule
- Applicant will provide answers to Contractor questions within one week of receipt
- Information compiled during this task shall be incorporated into the appropriate technical reports prepared under Task 4 of this scope of work
- Delay in response from Applicant may require revision to the overall project schedule

Deliverables:

- List of questions and data gaps for Applicant

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

The Contractor will collect and review existing Applicant's technical and environmental studies and identify potential data gaps. The Contractor will provide a list of these data gaps and additional questions to the Agencies for review and response by the Applicant. As part of this review, the Contractor shall participate in a site visit of the proposed project site.

Assumptions:

- Applicant will provide existing conditions materials to Contractor within the identified project schedule
- Applicant will provide answers to Contractor questions within one week of receipt
- Information compiled during this task shall be incorporated into the appropriate technical reports prepared under Task 4 of this scope of work
- Delay in response from Applicant may require revision to the overall project schedule

Deliverables:

- List of questions and data gaps for Applicant

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

The Contractor will collect and review existing Applicant's technical and environmental studies and identify potential data gaps. The Contractor will provide a list of these data gaps and additional questions to the Agencies for review and response by the Applicant. As part of this review, the Contractor shall participate in a site visit of the proposed project site.

Assumptions:

- Applicant will provide existing conditions materials to Contractor within the identified project schedule
- Applicant will provide answers to Contractor questions within one week of receipt

- Information compiled during this task shall be incorporated into the appropriate technical reports prepared under Task 4 of this scope of work
- Delay in response from Applicant may require revision to the overall project schedule

Deliverables:
- List of questions and data gaps for Applicant

Task 3.13 Aesthetics, Light and Glare: Data Collection and Existing Conditions
The Contractor will collect and review existing Applicant's technical and environmental studies and identify potential data gaps. The Contractor will provide a list of these data gaps and additional questions to the Agencies for review and response by the Applicant. As part of this review, the Contractor shall participate in a site visit of the proposed project site.

Assumptions:
- Applicant will provide existing conditions materials to Contractor within the identified project schedule
- Applicant will provide answers to Contractor questions within one week of receipt
- Information compiled during this task shall be incorporated into the appropriate technical reports prepared under Task 4 of this scope of work
- Delay in response from Applicant may require revision to the overall project schedule

Deliverables:
- List of questions and data gaps for Applicant

Task 3.14 Cultural Resources: Data Collection and Existing Conditions
The Contractor will collect and review existing Applicant's technical and environmental studies and identify potential data gaps. The Contractor will provide a list of these data gaps and additional questions to the Agencies for review and response by the Applicant. As part of this review, the Contractor shall participate in a site visit of the proposed project site.

Assumptions:
- Applicant will provide existing conditions materials to Contractor within the identified project schedule
- Applicant will provide answers to Contractor questions within one week of receipt
- Information compiled during this task shall be incorporated into the appropriate technical reports prepared under Task 4 of this scope of work
- Delay in response from Applicant may require revision to the overall project schedule

Deliverables:
- List of questions and data gaps for Applicant

Task 4 – Technical Analyses and Reports
This task includes the preparation of SEPA and NEPA technical resource area reports. Initial draft reports will include both NEPA and SEPA analyses (clearly identified); however, following final reviews and revisions, separate reports will then be prepared for NEPA and SEPA. Technical analyses shall be performed concurrently; however, a number of resource area analyses are

dependent upon the findings of other analyses. These interdependencies are presented in **Attachment 1**.

Task 4.1 Level and Type of Analysis

Task 4.1 details the planning and development of approach and methods for evaluating potential impacts for each SEPA and NEPA resource area. It is anticipated that discussions and coordination among the Contractor, the Corps, and the SEPA Agencies shall be ongoing. At the outset of Phase 2, a kick off meeting with the Agencies (subtask 1.3) shall be held, during which time a general process representing how information will be shared and coordinated for the NEPA and SEPA analyses will be developed. Meetings with the SEPA Agencies or the Corps may result in changes to the level and type of impacts analyses as follows:

NEPA Only

For the NEPA analysis, pursuant to the Corps' Memorandum for Record (MFR) dated February 14, 2014 (**Attachment 2**), each resource area will have its own specific study area and level of analysis as described for each resource area in this scope of work. Although the study areas and level of analysis are presented in the MFR, the Corps may revise specific study areas, as needed, based on the initial impacts analysis. Study areas could potentially be either expanded or reduced. If for any resource area, its study area is expanded substantially beyond that presented in this scope of work, additional data collection and analyses may be required, which may require an amendment to this scope of work and budget. In addition, depending on when revisions to the study areas are identified, the project's schedule may be affected.

SEPA Only

For most SEPA EIS environmental resource areas, the SEPA EIS shall move forward with a tiered approach of analysis. On February 14, 2014, the SEPA Agencies issued a media release and revised FAQ on the project website indicating the general impacts analysis approach and potential study areas for the analyses (**Attachment 3**). This subtask provides an approach for how the SEPA analysis will move forward.

Following completion of existing conditions review and preparation of an impacts analysis at the project study area as identified for each resource area (subtasks 4.3 through 4.23), the Contractor and the SEPA Agencies shall work together to define an expanded study area if the project study area's impacts analysis indicates there may be a significant, adverse impact beyond the initial project study area. The expanded study area could include areas adjacent to the terminal site's rail loop tracks (Reynolds Lead and BNSF Spurs) and BNSF Railway Company's (BNSF) main line in Cowlitz County, the BNSF main lines in Washington State[1], or areas outside state boundaries.

Unless otherwise identified, the following levels of impact analysis will be followed. If significant adverse impacts are identified at the first tier, the impact analysis may expand to the second tier, depending upon the type of impact and the cause of the impact (for example, if pile driving

[1] BNSF has four main line routes in Washington State: a north-south route in western Washington, and three east-west routes which cross the State: along the Columbia Gorge, over Stampede Pass, and over Stevens Pass.

results in noise impacts, a noise analysis would not be elevated to tier 2 since the pile driving is a site specific activity).

If additional impacts are identified at the second tier, analysis may then be expanded to the third tier, as outlined below:

1. Project Study Area (proposed project site): direct, indirect, and cumulative analyses
2. If significant adverse impacts are identified within the initial project study area:
    i. Impacts analysis may be expanded to areas adjacent to the Reynolds Lead and BNSF Spurs and BNSF main line in Cowlitz County (expanded study area): direct, indirect, and cumulative analysis will be performed
3. If significant adverse impacts are identified for the expanded study area:
    i. Impact analysis may be expanded to areas adjacent to the BNSF main lines in Washington State and down the Columbia River from the proposed project site to the mouth of the Columbia River: direct, indirect, and cumulative analyses will be performed
    ii. Impacts analysis expanded beyond Washington State may take place for some resource areas depending upon the outcome of the impacts analyses: Qualitative discussion of direct, indirect and cumulative impacts based on impacts analyses for the proposed project site and expanded study area

If it is determined that expanded impacts analyses are necessary beyond the proposed project site (Tier 1 level analysis), this scope of work and budget shall be amended to include these additional analyses (Tier 2 or 3 level analysis), unless otherwise stated in this scope of work.

NEPA and SEPA: Types of Impacts
Technical reports shall include existing conditions (affected environment), impacts, and proposed mitigation. Impacts analysis will encompass direct, indirect, and cumulative impacts with consideration of any Standard Operating Procedures, Best Management Practices and project design features proposed by the Applicant that are intended to avoid or minimize potential impacts. Direct impacts include short term construction impacts (both physical changes resulting from construction as well as operation of equipment related to construction) and longer term operational impacts. For the SEPA analysis, direct impacts will include the operation of the proposed project at the terminal, as well as rail and vessel operations. Indirect impacts will also be analyzed. Indirect impacts result from the proposed action but are later in time or farther removed from the project site (for example, impacts related to induced changes to the built and natural environment such as changes in land use patterns). For the NEPA analysis, indirect impacts will include rail and vessel operations.
For cumulative impacts, reasonably foreseeable future planned actions or permitted projects will be identified by the Contractor and the Agencies based upon geographic and temporal boundaries defined by the Agencies.

Impacts Analysis: NEPA and SEPA Alternatives
This scope of work includes collection of existing conditions, impacts analysis, and identification of mitigation measures for one on-site alternative with up to two design variations. Analysis of a No Action Alternative is also included in this scope of work and budget. Coordination with the Corps to screen and finalize off-site alternatives is also included as part of this scope of work and budget (subtask 5.2); however collection of existing conditions information, impacts analysis,

and identification of mitigation measures for any off-site alternatives is not included in this scope of work and budget. Following identification of any off-site alternative(s) this scope and budget shall be amended.

Assumptions

- For each resource area, different approaches may be taken for each level of analysis
- If further analyses are identified as part of this subtask, this scope of work and budget shall be amended to reflect additional work for identified resource areas
- The SEPA Agencies will direct the Contractor if additional impact analyses of the expanded study area beyond the Tier 1 analysis at the proposed project site are required
- The tiered impacts analyses shall be performed (if appropriate) for the SEPA EIS only, the NEPA EIS's study areas and impacts analyses shall conform to the Corps' MFR
- For the NEPA EIS, the Corps may direct the Contractor to expand or reduce the study area for a particular resource. If for any resource area, its study area is expanded substantially beyond that presented in this scope of work, additional data collection and analyses may be required, which may require an amendment to this scope of work and budget
- Changes to initial study areas (either for NEPA or SEPA) may result in a delay in the project's schedule
- One No Action and one On-Site Alternative shall be analyzed in each technical report. Once an Off-Site Alternative(s) are identified for inclusion in the NEPA EIS, this scope of work and budget shall be amended to include data collection and analysis for the off-site alternative(s)
- Applicant will provide a list of BMPs and other avoidance and minimization measures to be employed during construction and operation of the proposed project
- Applicant will provide description of operations of the proposed project, including the Standard Operating Procedures
- Applicant will provide a list or otherwise describe all design features to be incorporated into project construction and/or operations that will avoid and minimize impacts to the natural and build environment
- Applicant will provide engineering design plan sheets and a narrative describing the project design, features, and operations
- Applicant will provide a narrative of project construction, including phasing, equipment, and timeframe

Deliverables

- Meeting summaries, including key decisions, as appropriate
- Revised scope of work and budget for identified resource areas, as appropriate

Task 4.2 Preparation of SEPA and NEPA Technical Reports

For each resource area, Draft Technical Reports will be combined to cover both SEPA and NEPA. Combined SEPA and NEPA Draft Technical Reports will allow the Agencies to review the SEPA and NEPA elements and provide the necessary consistency, as appropriate, between the SEPA and NEPA documents. For purposes of review, the content of the Draft Technical Reports will clearly identify whether the discussion/information is:

- Both SEPA and NEPA
- NEPA only, or

- SEPA only

This approach of a combined SEPA and NEPA Draft Technical Report for each resource area will ensure consistency between NEPA and SEPA, where appropriate. It will allow the Agencies to see and understand each other's comments and identify and resolve areas of disagreement and conflict early. Following final review and approval by the Agencies, each combined Draft Technical Report shall be separated into a SEPA only and a NEPA only Final Technical Report.

Each technical report (SEPA and NEPA) will follow the content outlined below:

- Cover Page
- Table of Contents
- Summary of findings, impact conclusions, and mitigation recommendations
- Acronyms and Abbreviations
- Glossary
- Introduction
- Studies and Coordination
- Level and Methods of Analysis
- Description of the Proposed Action and Alternatives
- Affected Environment
- Impacts: direct, indirect, cumulative
- Mitigation
- Regulatory Compliance citing the federal, state, and local regulatory requirements to which the project is subject
- References
- Appendices

The Contractor shall lead the production of these technical reports and be responsible for overall integrity and quality of the technical reports. Each report will be reviewed by an appropriate senior team member for technical accuracy, legal sufficiency, and overall document quality.

All final technical reports identified below (Task 4.3 through Task 4.23) will be prepared as stand-alone documents supporting either the Draft SEPA or the NEPA EISs. For all resource areas, separate technical reports for both the SEPA and NEPA EISs shall be prepared, unless otherwise directed.

Prior to preparation of impacts analyses, a study plan – which includes identification of alternatives for analysis, regulatory setting, assumptions and methodologies – will be prepared for review by the Agencies. The study plans will include identification of study areas for both the NEPA and SEPA analyses. They will also highlight the differences and similarities in the impacts and mitigation approaches. It is anticipated this information will also be used as an introduction to the resource area within each resource area's respective technical report. **Attachment 4** provides a list of resource areas and indicates whether a NEPA and/or SEPA report will be prepared. Differences in the analyses and/or the study areas are also identified.

NEPA Only

The NEPA technical reports shall include analysis of one No Action Alternative and one On-Site Alternative. The On-Site Alternative may include up to three design variations. Once it is determined whether there are any practicable Off-Site Alternative(s) for the NEPA EIS (subtask 5.2), this scope of work and budget shall be amended to include required data collection and analysis for any off-site alternative(s).

SEPA Only

The SEPA technical reports shall include analysis of one No Action Alternative and one On-Site Alternative. The On-Site Alternative may include up to two design variations. If additional alternatives are identified, this scope of work and budget shall be amended. Task 5 of this scope of work presents approaches for alternatives development.

Assumptions

The following assumptions apply to all technical reports prepared under this task. Individual assumptions for each resource area are listed later in this scope of work.

- Indirect and cumulative impacts will be covered in each of the technical reports where they are applicable
- Cumulative impacts shall be extracted from each technical report and be combined as part of an overall cumulative impacts analysis for the SEPA and NEPA EISs (see subtask 4.24)
- For SEPA, analysis for all resource areas will include one action alternative and one no-action alternative
- For NEPA, analysis for all resource areas will include one no action alternative and one on-site alternative
- Once any practicable off-site alternative(s) are identified for the NEPA EIS, this scope of work and budget shall be amended to include required data collection and analysis of the off-site alternative(s)
- Prior to submittal to Agencies, Contractor (senior team member) shall perform a QA/QC review of each technical report
- Each technical report will be formatted and edited by Contractor's Document Production Editor/Manager
- Prior to submitting comments to Contractor, the Agencies shall discuss and resolve conflicting comments and edits
- Once the combined technical report is revised and formatted into two separate final NEPA and a SEPA technical reports, it is anticipated that any comments from the Agencies shall be editorial and non-substantive in nature and shall not require additional field work or additional analysis

Deliverables

Deliverable for each technical report will include:

- Study plan for each resource area, which will also be used for each resource area's technical report (draft, with final being incorporated into each technical report
- Draft NEPA and SEPA combined technical reports (Word) for each resource area identified in Task 4
- Revised NEPA and SEPA combined technical reports (Word) for each resource area

- Final, and separate NEPA Technical Reports and SEPA Technical Reports for each resource area

4.3 Water (Ground, Surface, Floodplains, and Water Quality)

The NEPA and the SEPA EISs will describe the existing surface water and groundwater resources in the project study area (defined below), including streams, ponds, wetlands, floodplains, and aquifers, and analyze the potential impacts of the proposed project on these resources.

The Water Technical Report will describe the existing conditions information identified as part of subtasks 3.7 and 3.8, as well as any additional information collected by the Contractor. The Applicant's existing conditions reports and the Remedial Investigation/Feasibility Study for the site shall provide the basis for the existing conditions section.

Information will include the general water features, including groundwater, surface water, and floodplains at the proposed project site. Baseline documentation for the Water Technical Reports will include listing of potentially affected surface water, groundwater, floodplain and water quality resources within the project study area; listing of all reports, scientific literature and data sources acquired and contacts made during investigations of surface water, groundwater, floodplain, and water quality resources; and a summary of data sets or reports most pertinent to the proposed project and how they will be used for the analysis and why they were selected. The applicable rules and regulations relevant to the proposed project and how they relate to surface water, groundwater, floodplains, and water quality will be described.

Description of water resources within those portions of the Project Study Area will be discussed quantitatively, and will include but not be limited to: basin, sub-basin, and proposed project boundaries; Water Resource Inventory Areas (WRIAs); summary of available surface- and groundwater-quality sampling data and assessment of their adequacy; stream locations and typing (per WAC 222-16-031), water quality classification standards and beneficial uses, CWA 303(d) listed waters, source identification for existing and/or historical water quality problems, stream channel features; floodplain and floodway areas, identification of existing surface water and groundwater drainage pathways and wastewater/ stormwater outfall locations, identification of water quality factors that are limiting factors to local fisheries, surface water hydrologic features, and; description of existing sediment quality and contamination.

Other issues and constraints, including description of public and private water supply sources, project area wastewater removal systems, and historical record of major spills, locations, extent, etc.), wellhead protection areas (within the project study area) and identified aquifer recharge areas, and groundwater contamination and remediation actions.

The assessment of environmental consequences to surface water and groundwater, and water quality will consider construction, operations, and potential indirect impacts associated with the proposed project.

Potential construction impacts will be evaluated, and will consider, but not be limited to: Erosion and sedimentation potential and predicted impact on water quality and seasonal aspects of the potential affect; all in-water, over-water or near-water work; temporary exceedances of water quality standards and mixing zone limits; work near identified sensitive areas; availability of short-term water right permits for construction activities in areas subject to

low flow condition restrictions; seasonal conditions and impacts on water quality; clearing and grading impacts; potential impacts associated with project staging areas; risks to municipal sewer and water supply and infrastructure; anticipated wetland fill and mitigation; spill potential and spill control response BMPs, and; changes to groundwater drainage patterns.

Operational impacts will be evaluated, including impacts of: projected average daily train and vessel traffic; maintenance activities; effects of changes in impervious surface area and alterations to surface hydrology; seasonal conditions; stormwater systems; coal dust control water collection, conveyance, storage, treatment and re-use; coal dust as a potential water contaminant source, and; changes to groundwater drainage patterns associated with site pre-loading and operations.

Indirect impacts will be evaluated, considering stormwater management; potential point and non-point source problems; potential stormwater quantity and quality concerns; and changes in land use patterns along the short-line corridor.

The cumulative impacts analysis, in the context of other actions in the surrounding environments, will be addressed quantitatively within the project study area.

Description will be provided for stormwater features at the proposed project site (both existing and proposed) and how they meet or exceed stormwater treatment and detention conditions established within the current Ecology Stormwater Manual for Western Washington. Project specific stormwater features at the proposed project site will be obtained from the Applicant by the Agencies and provided to the Contractor. These stormwater features may include, but are not limited to Temporary Erosion and Sediment Control and spill prevention measures, groundwater protection measures, stormwater treatment and discharge and maintenance practices for stormwater features.

Mitigation for all significant adverse direct, indirect and cumulative impacts will be identified. Proposed project elements that reduce impacts or the potential for impacts from construction activities will be summarized. Means of committing to the mitigation measures and probability of their implementation will be identified.

NEPA and SEPA Study Areas
For the water resources technical analyses, the study areas for the NEPA and SEPA analyses are the same, as presented below.

Water Quality Study Area: For direct impacts, the extent of impact evaluation will be the project area and the mixing zone in the Columbia River within 300 feet of the project area to evaluate the effects of suspended sediment and turbidity on water quality during construction and dredging activities. The evaluation area will also include each in-river dredged material disposal site including an area extending 300 feet downstream of each site to evaluate the impact of sediment disposal on water quality. For indirect and cumulative impacts, the extent of impact evaluation will be the project area, Consolidated Diking and Improvement District No. 1 (CDID No.1) stormwater system drainage ditches adjacent to the site, and the Columbia River downstream one mile from the project area and each dredged material disposal site. Indirect and cumulative impact evaluation extents are based on the project's potential to affect water quality in water bodies downstream of the project area.

Surface Water Study Area: Natural channels on the proposed project site were replaced years ago by a network of man-made ditches draining the site into the CDID No.1 system. A CDID No.1 pump station pumps stormwater from Ditch 14, located along the west boundary of the proposed project site, directly into the Columbia River at the downstream end of the site. For direct impacts, the extent of impact evaluation will be the Columbia River and stormwater drainage ditches within the project area. For indirect and cumulative impacts, the extent will be the CDID No.1 stormwater system drainage ditches adjacent to the proposed project site and the Columbia River downstream one mile from the project area. Indirect and cumulative impact extents are based on the potential of the proposed project to affect flow regimes downstream of the project area.

Riverine and Shorelines (Columbia River shoreline) Study Area: For direct impacts, the extent of impact will be the shoreline and nearshore portions of the project area. For indirect and cumulative impacts, the extent of impact evaluation will be the shoreline and nearshore areas of the north side of the Columbia River in the project area and in nearby areas where there is a potential for project-related effects to the Columbia River shoreline. Indirect and cumulative impacts extents are based on the potential of the proposed project to disrupt sediment transport, shoreline stability, and riparian habitat.

Floodplains Study Area: The shipping terminal project site lies in the 500-year floodplain of the Columbia River. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of impact evaluation will be the project area and the surrounding 500- year floodplain on the north side of the Columbia River in the vicinity of the project area. Indirect and cumulative impacts are based on the potential of the proposed project to affect floodplain functions and values.

Groundwater Study Area: For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts the extent of impact evaluation will the 2,200-acre City of Longview–Frontal Columbia River hydrologic unit (HUC-12: 170800030402). Indirect and cumulative impact extents consider the potential of the proposed project to affect groundwater quality, quantity, movement, and support of downstream water bodies.

Assumptions

- The existing conditions and evaluation of potential impacts for water resources will be described quantitatively within the project study areas, as defined above
- For areas beyond the project study areas identified above, Contractor and the SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct Contractor on the level and extent of analysis if it is determined that an expanded study area is required per subtask 4.1
- Existing reports and other related documents that have already been prepared by Applicant will be obtained by Agencies and provided to Contractor
- Agencies will provide all relevant information they possess related to surface water, groundwater, floodplains and water quality in the project study area prior to initiation of this task

- Readers will be referred to other technical reports as appropriate, for further information and details for efficiency (For example, some water quality information may be more appropriately discussed within the Hazardous Materials Technical Reports, such as information related to sediment quality and documented contamination sources, or the Fisheries Technical Reports for information on how such contaminants may affect fish or prey resources important for fish)
- Failure by Applicant and Agencies to comply with the approved EIS schedule may result in delay to the overall project schedule

Deliverables

- Deliverables for the NEPA and SEPA technical reports are described above under subtask 4.2

4.4 Wetlands

The Wetlands Technical Report will be prepared by the Applicant and independently reviewed for accuracy and completeness by the Corps. Following review by the Corps, the Contractor will review the technical report for the purpose of quality control and inclusion in the Draft EIS.

It is assumed that the wetlands study area will encompass: For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts the extent of the impact evaluation will be the project area and immediate vicinity. The evaluation area is based on the potential of the project to impact wetlands in the project area and off-site wetlands physically or hydrological connected to those in the project area.

Following receipt of the wetlands technical report from the Applicant/Corps, the Contractor the SEPA Agencies shall review to confirm adequacy for the SEPA EIS per SEPA guidelines and Cowlitz County wetlands regulations and guidance. If additional wetlands analysis and field work is required for the SEPA EIS, this scope of work and budget shall be amended.

Assumptions

- The existing conditions, evaluation of potential impacts and any compensatory mitigation required for Wetlands will be prepared and provided by Applicant
- Wetlands analyses provided by Applicant/Corps to Contractor shall be adequate pursuant to SEPA and Cowlitz County guidance and regulations. This scope of work and budget shall be amended if additional field work or analysis is required to meet SEPA and Cowlitz County guidance and regulations.
- For areas beyond the Project Study Area identified above, Contractor and SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct Contractor on the level of analysis if it is determined that an expanded study area will be required per subtask 4.1
- Information prepared by Applicant and Agencies will be provided to Contractor for use in the NEPA and SEPA Draft EIS (Task 5)
- Failure by Applicant and Agencies to comply with the approved EIS schedule may result in delay to the overall project schedule

Deliverables

- None

4.5 Plants and Animals (Fish, Wildlife and Vegetation)

The following technical reports shall be prepared as part of the Plants and Animals resource area:

- Fish
- Wildlife
- Vegetation, and
- Threatened and Endangered Species

The respective technical reports shall describe the existing conditions and evaluate potential impacts for fish, wildlife and vegetation in general, with a stand-alone report focused on threatened and endangered fish, wildlife, and plant species. The existing conditions and evaluation of potential impacts will be discussed in a quantitative manner for the project study area, defined below. The Applicant's existing conditions reports shall provide the basis for the existing conditions section of the Technical Reports. If additional information is needed, the Contractor shall collect data for the project study area from sources including, but not limited to the following:

- The U.S. Fish and Wildlife Service (USFWS) list of Listed and Proposed Endangered and Threatened Species and Designated and Proposed Critical Habitat, Candidate Species, and Species of Concern in Cowlitz County, Washington.
- The National Marine Fisheries Service (NMFS) list of Listed and Proposed Endangered and Threatened Species and Designated and Proposed Critical Habitat, Candidate Species, and Species of Concern for Washington.
- WDFW Priority Habitats and Species (PHS) data
- Washington Department of Natural Resources (DNR) Natural Heritage Program data
- Cowlitz County Critical Areas Ordinance information for the proposed project site and the project study area with maps as available (Shoreline Municipal Code (SMC) section 20.80.260), and
- Scientific literature

The Contractor shall contact USFWS, NMFS, WDFW, WDOE, Cowlitz County and WDNR personnel, as appropriate, to discuss species and habitat occurrence and obtain information pertinent to the proposed project site and the project study area. From this information a preliminary list of species and habitats occurring in the project study area will be developed for inclusion in the respective technical reports. The Contractor shall review and summarize applicable federal, state and local regulations, policies, and guidelines within the technical reports.

The Contractor shall assess vegetation communities and habitat types in the vicinity of the proposed project site during a field reconnaissance, and identify the presence of critical or suitable habitats or any rare, threatened, or endangered plant species.

Appropriate measures and construction BMPs to avoid, minimize and/or mitigate project impacts on fish, wildlife, and vegetation shall be identified. Construction windows to avoid potential adverse effects on listed species shall be identified as applicable.

NEPA and SEPA Study Areas

Fish and Aquatic Habitat Study Area: For direct impacts, the extent of impact evaluation will be the project area (including dredged material disposal sites) plus the Columbia River within 3,000 feet of the construction zone (extent based on construction noise impacts). For indirect and cumulative impacts, the extent of impact evaluation will be the project area plus an area extending 300 feet (e.g., for suspended sediment, turbidity) from the dredging area and each dredged material disposal site. Indirect and cumulative impact extents are based on the proposed project's potential to affect aquatic species and habitat functions.

Wildlife and Wildlife Habitat Study Area: For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of impact evaluation will be the project area and those lands in the vicinity of the project where project-related disturbances to wildlife and wildlife habitat could occur. Indirect and cumulative impacts are based on the potential of the proposed project to affect wildlife species and habitat functions, including disruption of wildlife movements along travel corridors.

Terrestrial Vegetation Communities Study Area: Forestland is the only substantive vegetation community in the project area. All other on-site vegetation communities have been highly altered or eliminated by prior industrial development. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of impact evaluation will be the project area and adjacent, contiguous forestland and other intact vegetation communities. Indirect and cumulative impact extents are based on the proposed project's potential to affect continuity and function of nearby vegetation communities.

Federal Threatened or Endangered Species Study Area and Analysis

It is assumed the NEPA study area for T&E will encompass: For direct impacts, the extent of impact evaluation will be the project area (including dredged material disposal sites) and, in the Columbia River, within 3,000 feet of the construction zone (extent based on construction noise impacts). For indirect and cumulative impacts, the extent of impact evaluation will include the area identified above for direct impacts plus an area extending 300 feet downstream of each dredged material disposal site plus the area necessary to evaluate project-related disturbances on Columbian white tailed deer.

The T&E Biological Assessment (BA) will be prepared by the Applicant and reviewed for accuracy and completeness by the Corps. It is assumed this technical report will be focused on the proposed project site and within the project study area of geographic boundaries. Following review by the Corps, the Contractor will review the technical report for quality control purposes and inclusion in the NEPA Draft EIS.

Following receipt of the BA from the Applicant/Corps, the Contractor the SEPA Agencies shall review to confirm adequacy for the SEPA EIS per SEPA guidelines and Cowlitz County T&E regulations and guidance. If additional T&E analysis and field work is required for the SEPA EIS, this scope of work and budget shall be amended.

Assumptions

- The existing conditions and evaluation of potential impacts for Plants and Animals (Fish, Wildlife and Vegetation) and Threatened and Endangered Species will be described quantitatively at the proposed project site and within the project study areas, as defined above
- T&E analyses provided by Applicant/Corps to Contractor shall be adequate pursuant to SEPA and Cowlitz County guidance and regulations. This scope of work and budget shall be amended if additional SEPA analysis and field work is required.
- For areas beyond the project study area, Contractor and the SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct Contractor on the level of analysis if it is determined that an expanded study area is required per subtask 4.1
- Information prepared by Applicant and Agencies will be provided to Contractor for use in the NEPA and SEPA Draft EIS (Task 5)
- Any models or analytical tools that must be purchased to complete this task may require a contract amendment
- Plan sheets that detail project components and their locations, including the location of piers, docks, and stormwater facilities, will be obtained from Applicant by Agencies and provided to Contractor
- Information on project timing, phasing and construction methods and equipment will be obtained from Applicant by Agencies and provided to Contractor
- The cumulative environmental effects of the proposed action, in the context of other actions in the surrounding environments, will be addressed quantitatively at the project site and areas downstream within the Columbia River to the mouth

Deliverables

- Deliverables for the NEPA and SEPA technical reports are described above under subtask 4.2

4.6 Hazardous Materials

The existing conditions and evaluation of potential impacts will be discussed in a quantitative manner for the project study area, described below, including information on the current site clean-up. The Applicant's existing conditions reports and the Remedial Investigation/Feasibility Study for the site shall provide the basis for the existing conditions section of the Hazardous Materials Technical Reports. If additional existing conditions information is necessary, the Contractor may obtain the following:

- Environmental Data Resources (EDR) to provide regulatory and historical data related to existing and historical contaminated sites within the project study area. The regulatory data and historical data evaluated will be limited to the project study area.

- Ecology files to identify sites that may pose a significant risk to the project due to soil contamination adjacent to the proposed project site or the short-line or for contaminated groundwater that has a reasonable potential to migrate to the proposed project site.

- Maps, aerial, and still photographs provided by EDR, such as Kroll Maps, Sanborn Fire Insurance Maps, and USGS topographic maps

- Existing information related to cleanup of contamination and potentially hazardous materials that has occurred at the site to date

NEPA and SEPA Study Areas

The primary study area for the hazardous materials analysis will focus on the proposed project site. Additional data collection and impact analysis may extend up to ½ mile to encompass other potential hazardous material sites. Data may be collected from various sources including, but not limited to: National Priorities List, Comprehensive Environmental Response, Compensation and Liability and Liability System (CERCLIS), and Underground Storage Tank (UST) databases. The Contractor will conduct a site visit to verify potential sites identified through these database searches. The site visit will consist of windshield surveys from public points of access. No access to private property will be required.

The Contractor will develop a map showing residential or commercial neighborhoods where existing or historic environmental health hazards do or may have occurred as well as generalized zones where historical spills have been documented. The impacts analysis will identify areas that may require special diligence during project construction, and provide potential mitigation measures that could be employed to avoid and minimize impacts.

Assumptions

- The existing conditions and evaluation of potential impacts for Hazardous Materials Technical Reports will focus on the proposed project site, with additional hazardous materials site within the project study area identified, per standard hazardous materials analysis practices
- Contractor will obtain from Applicant regulatory and historical data to determine the extent of existing and historical contaminated sites within those portions of the proposed project site in Cowlitz County
- For areas beyond the project site and study area, Contractor and the SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct Contractor on the level of analysis if it is determined that an expanded study area is required per subtask 4.1
- Information prepared by Applicant and Agencies will be provided to Contractor for use in the NEPA and SEPA Draft EIS (Task 5)

Deliverables

- Deliverables for the NEPA and SEPA technical reports are described above under subtask 4.2

4.7 Earth (Geology and Soils)

The existing conditions and evaluation of potential impacts will be discussed in a quantitative manner for the proposed project site and project study area (see below). The Applicant's existing conditions reports and the Remedial Investigation/Feasibility Study for the site shall provide the basis for the existing conditions section of the Earth (Geology and Soils) Technical Report. The technical report will describe the general topographic and geologic setting and significant geologic features, geologically hazardous areas, soil types, and landforms at the proposed project site, including those elements of the Cowlitz County Critical Areas Ordinance related to this resource area.

The Earth (Geology and Soils) technical report will analyze potential direct, indirect, and cumulative impacts of the alternatives on geologic and soil conditions, identified geologic hazards, and geologic resources. Potential impacts and risk of geologic hazards on the project will also be evaluated. Measures to avoid, minimize, or mitigate for project impacts will be identified. Impacts will be evaluated quantitatively within the project study area.

NEPA and SEPA Study Areas
Earth (Geology and Soils Study Area: For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of impact evaluation will include the project area and land in the immediate vicinity of the project area.

Geologically Unstable Areas-Study Area: For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of impact evaluation will include the immediate vicinity of the project site north of the Columbia River.

Assumptions
- The existing conditions and evaluation of potential impacts for Earth (Geology and Soils) will be described quantitatively at the proposed project site and study area
- For areas beyond the project site and study area, Contractor and the SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct Contractor on the level of analysis if it is determined that an expanded study area is required per subtask 4.1
- Agencies will provide all information they poses related to soil types and geology in the project area prior to initiation of this task
- Agencies will provide Contractor with information on areas mapped as geohazards, or other sensitive geologic features prior to preparation of the Earth (Geology and Soils) Technical Report

Deliverables
- Deliverables for the NEPA and SEPA technical reports are described above under subtask 4.2

4.8 Land and Shoreline Use (including Housing and Parks and Recreation)
The existing conditions and evaluation of potential impacts will be discussed in a quantitative manner for the project study area. The Applicant's existing conditions reports shall provide the basis for the existing conditions section of the Land and Shoreline Use Technical Reports.

The Contractor will prepare Land and Shoreline Use Technical Reports that will describe existing land uses, shoreline resources, housing, parks and recreational areas, and agricultural lands within the project study area and evaluate the potential impacts on these resources resulting from construction and operation of the proposed project.

The project study area is not an agricultural area and there are no adjacent agricultural lands. Agricultural and farmland data will also be collected and evaluated, as appropriate.

The technical reports will address consistency with adopted land use plans and policies, including City and County land use plans, the Port of Longview's comprehensive scheme of harbor improvements, Cowlitz Wahkiakum Council of Governments metropolitan and regional transportation plan, and other plans that may be applicable to the project study area.

The methodology that the Contractor will use to complete the land use and shoreline technical report:

- The study area will be defined as those areas falling within 500 feet of the proposed project site
- The affected environment section will be prepared using existing information and studies provided by the Applicant. Existing information will be reviewed and verified, with additional review being completed only where necessary
- Additional analysis required to complete the affected environment section will use GIS data to determine the types and acreages of existing land uses
- The affected environment section will include the following:
  - A summary of existing land uses and zoning within the study area
  - A summary of existing residential and commercial buildings within 500 feet of the site
  - A summary of public-owned lands and structures located within the study area (e.g., police, fire, schools)
  - Identification of recreational areas (including activities within the Columbia River that are located within 500 feet of the project site and/or proposed rail corridor)
  - Identification of prime farmland and areas of agricultural use located within the study area
  - An inventory of communities within the study area (including population information)
  - A summary of all applicable land use plans, policies, and regulations (including shoreline regulations) that apply to lands falling within the study area
- The impacts section will evaluate the direct, indirect, and cumulative impacts of the project. This section will look at the impacts of construction and operation of the project and will also evaluate the following:
  - Consistency with applicable land use plans and policies
  - Consistency with applicable zoning ordinances and development standards
  - Consistency with land use and shoreline regulations
- The technical report will also identify mitigation measures, if required, based on any identified impacts

NEPA and SEPA Study Areas

Land and Shoreline Use (including Housing): For direct impacts, the extent of impact evaluation will be the proposed project site and areas within 500 feet of the proposed project. For indirect and cumulative impacts, the extent will be the Longview-Kelso urban area and unincorporated areas of Cowlitz County in the vicinity of the project study area.

Agricultural and Farmlands: For direct impacts, the extent of impact evaluation will be the project site. For indirect and cumulative impacts, the extent will be the within 500 feet of the project site.

Parks and Recreation: Parks and recreation in the project area, which is already a developed industrial site, is generally limited to fishing in the Columbia River and possibly other in-river recreation such as kayaking. Common public access points to this area for boats and kayaks include the Willow Grove boat launch (five miles downstream of the project area) and the

Gerhart Gardens boat launch located in the Cowlitz River two miles upstream of its confluence with the Columbia River and seven miles upstream of the project area.

Recreational facilities will be identified and mapped, usage and unique qualities, as well as national, state, or local significance will be presented. Access and ownership will also be presented. The study area for parks and recreation will encompass properties within a one half mile radius from the project site.

For direct impacts, the extent of impact evaluation will be focused on the area identified above as well as other parks and recreational facilities up to one half mile radius from the project site. For indirect and cumulative impacts, the extent of impact evaluation will be the project area.

Assumptions

- Analyses completed by Applicant will be made available for use in completing the affected environment section of the Land and Shoreline Use Technical Reports
- The affected environment section of the Land and Shoreline Use Technical Reports will require minimal additional analysis because of the availability of existing studies
- Information on recreational facilities and facilities of national, state or local significance will be obtained from the Cultural Technical Report and/or Cowlitz County
- For areas beyond the project site and study area, Contractor and the SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct Contractor on the level of analysis if it is determined that an expanded study area is required per Task 4.1(i.e., expanded study area, Washington state, beyond Washington state; per subtask 4.1)
- No more than two site visits will be required to complete the analysis

Deliverables

- Deliverables for the NEPA and SEPA technical reports are described above under subtask 4.2

4.9 Social and Community Effects (including Public Services and Utilities and Environmental Justice)

The Applicant's existing conditions reports shall provide the basis for the existing conditions sections of the technical report. The existing conditions and evaluation of potential impacts will be discussed in a quantitative manner within the project study area.

The Social and Community Effects/Environmental Justice Technical Report will be broken into four discrete elements: Social, Local Economy, Environmental Justice, and Public Services and Utilities as outlined below, under NEPA and SEPA study areas.

Social/Community Cohesion and Public Services

The content of the Social portion of the technical report will include the following information:

- Community cohesion: the neighborhood population characteristics and access and linkages (including pedestrian, bicycle, and transit access) to community services within one half mile of the proposed project site will be described
- The technical report will describe educational facilities and attendance boundaries; religious institutions; social institutions; medical services; fire and police protection; public services

and utilities; cemeteries; government institutions and national defense installations; and other governmental services within one half mile of the proposed project site and within one half mile of rail/roadway grade crossings within Cowlitz County
- Regional and community growth: describe local and regional populations and projected changes in ethnic/racial composition; age/family composition; income levels/major employment; limited English composition; disabled composition; and the status of the community and if it is in transition, for Longview and the surrounding Cowlitz County area
- Mitigation: describe measures to avoid, reduce, or mitigate potential social impacts

Local Economy

The content of the local economic portion of the technical report will include the following information:

- Collect information on new industrial and commercial development in various planning or construction phases; market feasibility studies; real estate transactions; property assessment valuations, and county tax roles
- Describe the general economic climate of the cities of Kelso and Longview
- Direct impacts to local businesses within one half mile of the project site and within one half mile of the affected rail lines in Cowlitz County will be evaluated, including potential temporary construction impacts and long term operational impacts
- Temporary construction effects including construction expenditures; temporary construction revisions to business access; temporary jobs created during construction; and the impact of constructions expenditures on sales tax revenues
- Mitigation: Describe measures to avoid, reduce, or mitigate economic impacts

Environmental Justice

Following the guidelines of Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," the Contractor shall prepare sufficient information to determine if there are possible impacts on environmental justice (EJ) populations within the vicinity of the proposed project site or in locations that may be affected by the operation of the proposed project (for example, along rail lines at grade crossings).

The Contractor shall conduct a demographic analysis through the following means:

- Review of the 2010 U.S. Census Bureau data to identify the number and percentage of low-income and minority populations residing in census blocks and/or block groups located within the one mile of the proposed project site
- Identification and mapping of the locations of low-income and minority populations within one mile of the proposed project site and within one half mile along the rail lines within Cowlitz County using GIS mapping

The Contractor shall determine whether the proposed project has the potential to cause disproportionate impacts on low-income and minority populations near the proposed terminal site and associated operations rail corridors in Cowlitz County.

The Environmental Justice portion of the report will include the following major sections:

- Summary of related laws, regulations and guidance
- Definition of "adverse" and "disproportionate" impacts
- Documentation of data sources and methods for determination
- Description of the proposed terminal area and its demographics using narrative and maps
- Narrative description and map showing impacts, mitigation and benefits, and populations affected
- A formal statement on whether EJ populations are disproportionately impacted

If the determination result is high and disproportionately adverse, another determination will be made taking into consideration the effect that mitigation and benefits will have on affected EJ populations. If disproportionately high and adverse effects on minority populations or low-income populations cannot be avoided, minimized or mitigated, a practicability determination will be made.

Utilities

Utilities will be reviewed for the Project Study Area to determine potential impacts on the utility network resulting from construction and operation of the proposed project.

NEPA and SEPA Study Areas

Social/Community Cohesion Study Area: For direct impacts, analysis will focus on an area within one half mile of the proposed project site. For indirect and cumulative impacts, the extent of evaluation will be Cowlitz County.

Local Economy Study Area: For direct effects, the extent of impact evaluation will be the cities of Kelso and Longview. However, potential direct impacts to local businesses related to construction and long term operations will focus on commercial facilities within one half mile from the project site and within one half mile along the affected rail lines in Cowlitz County. For indirect and cumulative impacts, the extent of evaluation will be Cowlitz County.

Environmental Justice Study Area: For direct impacts, the extent of impact evaluation will be populations and communities near the proposed terminal area and associated operations within rail corridors in Cowlitz County. General direct impacts will also be discussed for the Longview-Kelso urban area. For indirect and cumulative impacts, the extent of impact evaluation will be Cowlitz County.

Utilities Study Area: For direct impacts, the extent of impact evaluation will be within one half mile of the project site and rail/highway grade crossings within Cowlitz County. For indirect and cumulative impacts, the extent of evaluation will be the industrial area along the Columbia River (including the project area) and adjacent areas in the city of Longview.

Potential direct impacts to utilities will be evaluated within the project site. For indirect and cumulative impacts, the extent of evaluation will be the Longview-Kelso urban area.

Assumptions

- Information on traffic volumes and traffic flows will be obtained from the Transportation Technical Report as well as information provided by Cowlitz County and other local or

regional agencies, as appropriate

- For areas beyond the project site and study area, the Contractor and the SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct the Contractor on the level of analysis if it is determined that an expanded study area is required per Task 4.1
- For EJ analysis, the study area is defined by all census blocks located within or directly adjacent to the proposed project site and along the associated rail lines within Cowlitz County
- An adverse impact is assumed to be disproportionately high when the project would affect people who are minority, low-income, or both, and at a greater magnitude than would be experienced by non-minority and/or non-low-income persons

Deliverables

- Deliverables for the NEPA and SEPA technical reports are described above under subtask 4.2

4.10 Aesthetics, Light, and Glare (Visual Quality)

The existing conditions and evaluation of potential impacts will be discussed in a quantitative manner for the project study area. The Applicant's existing conditions reports shall provide the basis for the existing conditions section of the Aesthetics, Light, and Glare Technical Report.

The Contractor will prepare Aesthetics, Light, and Glare Technical Reports that will describe existing visual resources within the Project Study Area and evaluate the potential visual impacts on these resources resulting from construction and operation of the proposed project. This analysis will also evaluate the potential impacts from man-made evening and nighttime light (artificial light) and potential impacts from glare that may affect an observer as a result of high brightness.

The scope of review for the proposed project site will be limited to visual resource analysis will include up to eight viewpoints within a 3.0-mile radius of the project site. This 3.0-mile radius is the maximum extent to which the terminal development can be observed from ground-based locations due to topography, significant vegetation, and landforms. Using digital photography, GIS, and visualization software, the Contractor will prepare before-and-after photographic simulations for on-site viewpoints, if necessary.

The evaluation of potential light and glare impacts will be limited to within 3.0-miles of the project site. This analysis will include a review of existing conditions, lighting changes and glare resulting from construction and operations of the terminal, and a review of potential lighting and glare impacts.

The bullets below summarize the methodology the Contractor will use to complete the Aesthetics, Light, and Glare:

- The study area will be defined as those areas falling within 3.0-miles of the proposed project site
- Document review for and identification of regulated, historic, recreational, scenic, or other significant views within the study areas
- Inventory of existing views, including a general description of the existing landscape setting, visual quality, viewer sensitivity, and viewpoints

- Visual assessment of the viewpoints and potential visual impacts of the project
- Recommended visual impact mitigation measures, if required
- Inventory of existing light conditions and visual assessment of potential light and glare resulting from the project
- Recommended light and glare impact mitigation measures, if required

SEPA Study Areas
Visual Impacts, Light, and Glare: For direct impacts the study area will encompass up to a 3.0-mile radius from the project site. This 3.0-mile radius is the maximum extent to which the terminal development can be observed from ground-based locations due to topography, significant vegetation, and landforms.

Viewshed: For direct impacts the study area will encompass up to a 3.0-mile radius from the project site. This 3.0-mile radius is the maximum extent to which the terminal development can be observed from ground-based locations due to topography, significant vegetation, and landforms.

NEPA Study Areas
Visual Impacts, Light, and Glare: For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of evaluation will be the project area and surrounding areas, including the south side of the Columbia River, where the proposed project would be visible.

Viewshed: For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of evaluation will be the project area and surrounding areas, including the south side of the Columbia River, where the proposed project would be visible.

Assumptions
- Analyses completed by Applicant will be made available for use in completing the affected environment section of the Aesthetics, Light, and Glare Technical Reports
- For areas beyond the project site and study area, Contractor and the SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct Contractor on the level of analysis if it is determined an expanded study area is required per Task 4.1
- The affected environment section of the Aesthetics, Light, and Glare Technical Reports will require two additional site visits to complete visual documentation of eight on-site viewpoints
- One on-site viewpoint will be from a water location to assess potential impacts for commercial maritime and recreational boaters on the Columbia River

Deliverables
- Deliverables for the SEPA technical reports are described above under subtask 4.2

4.11 Historic and Cultural Resources

The Corps and the Applicant will conduct cultural resources survey of the proposed project site and prepare a cultural resources survey report for the project for use in the NEPA EIS and Section 106. For the SEPA Analysis, the SEPA Agencies shall determine the extent for which the Corps' historic and cultural resources technical report will be used. Continued discussions and coordination will take place among the Agencies. The following scope of work assumes existing conditions and initial evaluations shall be used by the Contractor for the SEPA EIS analysis. Materials prepared by the Corps and the Applicant for Section 106 consultation shall be incorporated into the NEPA EIS, following quality control review and formatting.

NEPA EIS Only

Based on the information provided by the Applicant and the Corps, the EIS will identify historic buildings, structures, sites, objects, or districts listed, or eligible for listing, on the National Register of Historic Places (NRHP) and Native American cultural sites and resources within the Area of Potential Effect (APE) as identified through the National Historic Preservation Act Section 106 consultation process. Based on the information provided by the Applicant and the Corps, the EIS will also analyze the potential impacts of constructing and operating the proposed project on archeological, historic, and cultural resources. For direct, indirect and cumulative impacts to cultural, historical, archaeological, and tribal resources, the extent of impact evaluation will be the APE for the proposed project.

SEPA EIS Only

The cultural resources survey and technical report prepared by the Applicant and the Corps would support compliance with SEPA and be used to prepare the affected environment and environmental consequences sections for cultural resources in the SEPA EIS, including recommended mitigation measures to help address potential project impacts. The Applicant's existing conditions historic and cultural resources report shall be used as the foundation for this work and ongoing coordination and discussions with the Corps will ensure consistent descriptions and evaluations.

In advance of the cultural resources studies, the Contractor will coordinate with the SEPA Agencies to establish a study area for cultural resources for the project. It is assumed the study area will include the horizontal and vertical extents of the proposed project site, plus those properties within three hundred (300) feet of the proposed project site that may be affected by project related activities.

The Contractor will collect and review existing data to determine the existence or probability of cultural resources in the study area and develop prehistoric and historic contexts. The data collection will include a cultural resources records search using the Department of Archaeology and Historic Preservation's (DAHP) Washington Information System for Architectural and Archaeological Records Data (WISAARD), a literature review of previously completed cultural resources studies in the APE and its vicinity, and additional background research on the history of the Project Study Area. The Contractor will also conduct and review available geotechnical, geoarchaeological, and geological research to develop a landscape context to assess the archaeological sensitivity of the study area and to develop technical recommendations for additional archaeological studies, as may be needed. It is assumed much of this work has already been completed by the Applicant and will be incorporated into the Contractor's work plan.

The Contractor will conduct field investigations of the study area to identify and record cultural resources located in the study area to verify and confirm findings from the Applicant, as part of the Contractor's customary quality control process. These efforts will include a pedestrian archaeological survey and a reconnaissance-level historic resources survey. The intent of the pedestrian archaeological survey would be to observe the proposed project site to inform development of the prehistoric and landscape contexts. It is assumed that no subsurface archaeological investigations are necessary at this time, based on current understanding of the study area's geology. The historic resources survey will examine and evaluate the built environment resources in the study area, including buildings and structures. Field documentation of buildings and structures in the study area will include one or more photographs of each resource and notations on their physical characteristics, including the style of each resource (if identifiable), the type and materials of significant features, and the existence of alterations and overall physical integrity. Information will not be recorded in WISAARD on historic resources inventory forms for DAHP unless directed by the Agencies. It is assumed the Applicant will provide these inventory forms to the Corps and DAHP.

The Contractor will prepare draft and final versions of a cultural resources survey report that compiles the results of the literature review, background research, and fieldwork. The report will meet state standards for reporting as outlined in the guidelines provided by DAHP in compliance with SEPA. It will identify buildings, structures, sites, objects, or districts listed in, or eligible for listing in the National Register of Historic Places (NRHP) and any culturally significant sites and resources known to exist within the study area, and present the regulatory context, prehistoric, historic, and landscape contexts for the project. The report will analyze the project's potential construction and operating impacts on these resources, and provide a statement of impact and recommended mitigation measures or other actions for reducing identified impacts. For the SEPA evaluation, statements of impacts will be developed in coordination with the Corps to ensure consistency between the NEPA and SEPA conclusions, and the Section 106 process.

If additional field work or research is required for the SEPA cultural resources technical report, this scope of work and cost estimate shall be amended.

Assumptions

- The existing conditions and evaluation of potential impacts for cultural resources will be prepared by Applicant and the Corps and provided to the Contractor
- For areas beyond the project site and study area, Contractor and the SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct Contractor on the level of analysis if it is determined that an expanded study area is required per Task 4.1
- Agencies will be responsible for obtaining permission for Contractor to access the proposed project site and informing Contractor of any areas where access is not permissible on the proposed project site, as necessary
- Field investigations on property beyond the boundaries of the proposed project site will occur from public roadways and points of access unless Agencies obtain permission to access private property for Contractor
- Contractor will not be responsible for contacting private property owners and requesting access to private property
- Information prepared by Applicant and Agencies will be provided to Contractor for use in the SEPA EIS (Task 5)

- Failure by Applicant and Agencies to comply with the approved EIS schedule may result in delay to the overall project
- It is assumed that no NRHP-eligible or listed resources are located in the study area
- If potentially significant cultural resources are identified, additional investigations beyond this scope of work may be necessary to delineate the resource, determine its significance and whether the project would impact the resource. In the event that additional investigations are necessary, Contractor will consult with Agencies to establish an additional scope of work and prepare a task order amendment, as necessary
- Contractor is not responsible for any consultation or coordination with federal or state agencies or Tribes
- The implementation of any stipulations or other mitigation measures resulting from consultation or the review processes under SEPA are not included in this scope of work

Deliverables

- Deliverables for the SEPA technical report is described above under subtask 4.2

4.12 Tribal Fishing Practices/Treaty Rights

The Tribal Fishing Practices/Treaty Rights approach will be developed in consultation with the Agencies. Consultation will likely be in the form of conference calls and face-to-face meetings. Following development of a study plan (including regulatory requirements under NEPA and SEPA), this scope of work and budget shall be amended to include preparation of a tribal fishing practices technical report for the SEPA EIS and a quality control review of materials submitted to the Contractor by the Corps for use in the NEPA EIS.

Assumptions

- This scope of work and budget shall be amended to include preparation of a SEPA Tribal Fishing Practices technical report pursuant to direction by Agencies
- Tribal Treaty Rights section shall be submitted to Contractor by Corps for use for in the NEPA EIS

Deliverables

- Study plan (scope of work) and budget for preparation of a Tribal Fishing Practices technical report

4.13 Air (Air Quality)

The Applicant's existing conditions report shall provide the basis for the existing conditions section of the Air Quality Report. If additional information is needed, the Contractor shall collect data for the project area and analyze air quality as follows:

- Describe climate and discuss meteorology and influence on air quality
- Use available scientific literature to document/describe existing air quality conditions within the Project Study Area
- Estimate construction equipment emissions using Applicant information and EPA emission factors for planned construction activities
- Estimate on-site emissions of criteria pollutants and mobile source hazardous air pollutants from operations of equipment, locomotives, and ships (includes emissions from ship auxiliary and main engines during both maneuvering and hoteling) associated with the proposed project, using EPA emission factors and information from the Applicant on planned equipment and

operations and associated equipment. Include estimated coal dust emissions in estimated PM emissions based on literature and Applicant's planned operating practices. Estimated coal dust emissions would include fugitive emissions from coal storage piles as well as well as fugitive emissions from unloading rail cars and loading onto ships

- Estimate emissions of criteria pollutants and mobile source hazardous air pollutants for rail line operations on-site (during unloading and idling, if applicable) and rail traffic resulting from the proposed project on rail lines in Cowlitz County using EPA emission factors and information on train characteristics from the Applicant. Include coal dust from loaded and unloaded rail cars in estimated PM emissions based on literature and Applicant's planned operating practices
- Estimate the amount of emissions associated with train operations along the project's loop tracks, and the Reynolds Lead and BNSF Spurs from wear of tracks from rail car wheels and the re-suspension of crustal material from the track ballast based on available literature and Applicant's planned operating practices
- Develop an emissions inventory of diesel particulate matter plus other key mobile source air toxics at the project site and within the project study area. Emission sources will include ship emissions, cargo handling equipment, and locomotive engines as well as other sources that burn fossil fuels. The level of emissions would be assessed to determine if they warrant further analysis
- Estimate emissions of criteria pollutants and mobile source hazardous air pollutants for vessel operations on the Columbia River to the precautionary zone at the mouth
- Conduct air quality modeling to assess the amount of coal dust deposited in the vicinity of the project site and along the anticipated routes resulting from the project's estimated rail traffic in Cowlitz County. Use the result to provide a qualitative discussion of coal dust deposition – resulting from operations of the proposed project - along the rail route elsewhere in Washington State
- Estimate emissions of criteria pollutants and mobile source hazardous air pollutants resulting from increased motor vehicle delay at at-grade highway/rail crossings along the project's loop tracks and Reynolds Lead and BNSF Spurs using EPA emission factors and estimated delay (see vehicle transportation approach)
- Compare estimated project emissions associated with construction and operation to emissions from existing sources (e.g., county level mobile source emissions) based on available existing emission inventories and discuss in the context of existing ambient air quality
- If estimated emissions would be other than minimal, discuss potential cumulative impacts based on reasonably foreseeable changes in rail traffic on lines that would be used for the project's rail traffic or other emissions in Cowlitz County, per guidance from the Agencies

NEPA Study Area

For direct impacts, the extent of impact evaluation will be a five mile radius around the project area. For indirect and cumulative impacts, the extent of impact evaluation will be 20-mile radius around the project area. This extent could be reduced after analyzing prevailing wind patterns and the nature of potential airborne emissions and contaminants.

SEPA Study Area

For direct impacts, initial air quality analysis shall include the operations of the terminal at the terminal site, rail activities at the site as well as along the Reynolds Lead and BNSF Spurs in Cowlitz County. Indirect and cumulative impacts will look at a larger area, including off site vessel and rail, identified in coordination with the Agencies, and may be qualitative in nature.

Assumptions

- GHG emissions and coal dust exposure are addressed in subtasks 4.14 and 4.21
- No field work will be required
- Estimated emissions for locomotives and on-site equipment will be developed based on construction and operations information provided by the Applicant
- Estimated emissions of coal dust from on-site storage and moving trains will be based on literature information and information provided by the Applicant that describes planned operating practices
- Plan sheets that detail project components and their locations, including the location of piers, docks, and stormwater facilities, will be obtained from the Applicant
- Information on project timing, phasing and construction methods and equipment will be obtained from the Applicant
- For areas beyond the project site and study area, Contractor and the SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct Contractor on the level of analysis if it is determined that an expanded study area is require per Task 4.1

Deliverables

- Deliverables for the NEPA and SEPA technical reports are described above under subtask 4.2

4.14 Coal Dust Exposure

A study plan will be developed via discussions with the SEPA Agencies. Discussions may include conference calls, web video meetings, or in person meetings, not to exceed eight hours each for the Project Manager, Deputy Project Manager, and up to two technical staff members, as appropriate. Following development of a study plan, this scope of work and budget shall be amended to include an analysis of the potential risk and impact of coal dust exposure.

Assumptions

- Up to eight hours for conference calls, web video meetings, or in person meetings for Contractor technical staff
- This scope of work and budget shall be amended to include a coal dust exposure analysis pursuant direction by Agencies

Deliverables

- Study plan (scope of work) and budget for coal dust exposure

4.15 Noise and Vibration

The Applicant's existing conditions report shall provide the basis for the existing conditions section of the Noise and Vibration Technical Report. If additional information is needed, the Contractor shall collect data for the Project Study Area. Sources and types of additional data and approach to impacts analyses may include, but are not limited to the following:

- Identify the location of sensitive receptors (residences, retirement communities, libraries, parks, and nursing homes) in the vicinity of the project site and along the Reynolds' Lead and BNSF Spurs between the project site and the BNSF mainline to the east of the Cowlitz River

- Conduct ambient 24-hour noise measurements of existing conditions at selected locations in the vicinity of the project site and the Reynolds Lead and BNSF Spurs considering the location of sensitive receptors
- Estimate construction equipment noise levels using Federal Transit Administration (FTA) methods and information from the Applicant on planned construction activities.
- Estimate construction equipment vibration using FTA methods and information from the Applicant on planned construction activities
- Compare estimated construction noise and vibration levels at sensitive receptor locations to Washington State noise standards (WAC 173-60) and FTA noise and vibration criteria
- Identify anticipated on-site sources of noise and vibration during operations, including both stationary and mobile sources (including vessels, locomotives and site equipment), and the location of those sources on the project site
- Estimate the levels of noise and vibration during the proposed project's operations from the identified sources and use the Computer-Aided Noise Abatement (CadnaA) computer program to compute and display the location of noise contours
- Identify sensitive receptors that would be anticipated to be exposed to noise levels above applicable Washington State noise standards (WAC 173-60) and FRA/FTA noise criteria as a result of the proposed project's operations adjacent to the project site
- Compare estimated vibration levels due to facility operations at sensitive receptor locations to FTA vibration criteria
- Use information on train characteristics (e.g., length, speed, # of locomotives) and CadnaA to calculate wayside noise level contours for the No Action and On Site Alternatives' train traffic (average trains/day) on existing rail lines in Cowlitz County that would potentially be used for rail operations by the proposed project.
- Use similar information for other rail lines in Washington State that would be potentially be used for rail operations by the proposed project to estimate the change in noise level contours that would result from rail traffic to/from the project site
- Use locomotive horn noise data and anticipated no action and proposed action train traffic levels and CadnaA to calculate locomotive warning horn noise level contours
- Using the wayside and horn noise contours and available aerial photography, identify and count sensitive receptors that would be anticipated to be exposed to noise levels above FRA/FTA criteria as a result of the proposed project's operations
- If estimated noise or vibration levels along existing rail lines would be other than minimal at sensitive receptor locations, discuss potential indirect and cumulative impacts based on reasonably foreseeable changes in rail traffic on lines that would potentially be used for rail operations by the proposed project in Washington State

NEPA Study Area

For direct, indirect, and cumulative impacts, the extent of impact evaluation will be the project area and within one mile of the project area. The extent of evaluation is based on the likely distance noise would be transmitted from the project area.

SEPA Study Area

For direct impacts, noise and vibration analysis shall include the operations of the terminal site and rail activities at the site. Indirect and cumulative impacts, including vessel and rail, will look at a larger area, identified in coordination with the Agencies, and may be qualitative in nature.

Assumptions

- Receptors are far enough from the project site that vibration levels during operations would not exceed relevant thresholds for human annoyance or cosmetic or structural building damage, so field measurements are not planned
- Noise levels in areas near rail lines that would be used by trains going to/from the project site are primarily determined by train (wayside and/or horn) noise so that existing train traffic levels will be used to estimate baseline noise (and vibration) conditions
- Noise contours will be developed only in areas where inspection of aerial photographs indicate receptors would be within or near the anticipated location of the 65 Day-Night Level (DNL) noise contour.
- Plan sheets that detail project components and their locations, including the location of piers, docks, and stormwater facilities, will be obtained from Applicant by Agencies and provided to Contractor
- For areas beyond the project site and study area, Contractor and the SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct Contractor on the level of analysis if it is determined that an expanded study area is required per Task 4.1
- Information on project timing, phasing and construction methods and equipment will be provided by Applicant

Deliverables

- Deliverables for the NEPA and SEPA technical reports are described above under subtask 4.2

4.16 Rail Transportation

Current rail traffic along the Reynolds Lead and BNSF Spurs, as well as future rail traffic related to the proposed action, shall be provided by the Applicant and shall provide the basis for the existing conditions section of the Rail Transportation Technical Report. If additional information is needed, additional sources of information related to baseline conditions, as well as approaches to impact analyses, may include, but not be limited to the following:

Rail Routes, Infrastructure and Capacity

- Railroad routes for coal trains originating in the Powder River Basin and the Uinta Basin to and from the proposed project site will be identified
- The sections of the route to the proposed terminal in Cowlitz County, WA will be described in detail by railroad subdivision, major interchange point, locations with major changes in train traffic or other criteria as appropriate
- The rail infrastructure will be identified including number of main tracks, traffic control systems, types of train traffic, and estimated train speed
- Based on the current rail infrastructure, an estimate of current capacity on the route through Washington State and in Cowlitz County will be developed. For the Reynolds Lead and BNSF Spurs, the Contractor shall incorporate results of modeling done for the 2011 master plan for the Port of Longview, or conduct updated modeling, if necessary

Current (Baseline) and Projected Growth in Baseline Train Traffic Over the Affected Rail Route in Cowlitz County and Washington State

- Current (baseline) train traffic on the potential rail routes that may be used to transport coal to the proposed project in Cowlitz County, WA (Reynolds Lead and BNSF Spurs and the BNSF main

line) and Washington State (BNSF) will be developed using WSDOT and/or FRA grade crossing data

- Projections of future train traffic over each potential BNSF main line route that may be used to transport coal to the proposed project site will be requested from WSDOT. If such estimates are not available, estimates will be developed using growth projections from the Freight Analysis Framework (FAF) database produced by the U.S. Department of Transportation
- Additions and improvements to the rail infrastructure required by baseline traffic growth will be analyzed and included as part of the baseline and cumulative impacts analyses

Coal Trains Moving to and from the Project Site

- A profile for a typical coal train that would move to and from the project site, including railcar type, tons per car, cars per train, locomotives per train, train length and speed, will be developed considering the capabilities of the proposed project's operations at build out
- An estimated number of coal trains per day will be developed using the projected capacity of the project at full build-out and train characteristics
- The impact of the additional trains resulting from the proposed project on the existing rail infrastructure will be analyzed and, if required, an estimate of any improvements required to handle the project's projected train levels in conjunction with other forecasted freight traffic will be developed. These improvements will be characterized at a high level rather than at a site-specific level (e.g., add CTC, add an additional track, add sidings, etc.).
- Direct impacts will include the project's projected train levels plus forecasted baseline trains. The addition of coal trains associated with other proposed terminals and terminal expansions will be treated as cumulative impact and the capacity will be evaluated for those impacts

NEPA Study Area

For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent will be the rail corridor of the Longview industrial area. The basis for the extent of indirect and cumulative effects is the potential of project related rail traffic to affect rail traffic patterns and volumes in the Longview industrial area.

SEPA Study Area

For direct impacts, a detailed assessment of rail transportation impacts within the project area. For indirect impacts, a detailed assessment of rail transportation impacts will include the Reynolds Lead and BNSF Spurs, as well as the BNSF main line located within Cowlitz County. In addition, a less detailed but still thorough evaluation of potential indirect impacts along the BNSF main line in Washington will be evaluated. In addition, a qualitative assessment of rail traffic from the Powder River Basin and the Uinta Basin to the proposed project site will be presented.

Assumptions

- No field work will be required
- The SEPA analysis includes one on-site and one no action alternative
- The NEPA analysis will include at least one off-site alternative in addition to one no action and one on-site alternative. Analysis of the off-site alternative(s) will require an amendment to this scope of work and budget.
- Coal shipped from the proposed project would come primarily from the Powder River Basin and the Uinta Basin

- WSDOT will provide estimates of current train traffic on the affected route in Cowlitz County or FRA data will be used if it is more accurate
- WSDOT will provide projections of growth in train traffic (non-project related trains) or the FAF will be used
- Detailed descriptions and analysis of the rail route and train traffic will be limited to Cowlitz County and Washington State. Two general descriptions of rail routes will be described: one from the Powder River Basin to the Washington State border and another from the Uinta Basin to the Washington State border. For areas beyond the project site and study area, the Contractor and the SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct the Contractor on the level of analysis if it is determined that an expanded study area is required per Task 4.1

Deliverables

- Deliverables for the NEPA and SEPA technical reports are described above under subtask 4.2

4.17 Rail Safety

Rail traffic data collected as part of subtask 4.16, along with rail data from the Applicant shall provide the basis for the existing conditions section of the SEPA Rail Safety Technical Report. If additional information is needed, sources for additional sources of information related to existing conditions, as well as approaches to impact analyses, may include, but are not limited to the following:

Approach for Characterizing Existing Conditions and Performing Impact Analysis

- Describe rail accident history (overall, but not including grade crossings, and specifically for collisions, derailments, and trespass/other accidents) for train traffic in Washington State along each route anticipated to be used for loaded and empty project-related train traffic, specifically noting BNSF accidents, including coal train accidents, if practical using available data. Report number of events over last five to ten years, subject to data availability
- Apply national accident rates for rail accidents on different track classes, taking into consideration the impacts of unit trains
- For likelihood of an accident, focus is typically only on loaded rail cars, but will also consider unloaded car return. Will use route-specific traffic information and an event tree to break the predicted change in the chance of accidents into:
    - Accidents
        - Loaded
            - Derailment
            - Collision
                - Loaded project train with returning empty project train
                - Loaded project train with other freight train
                - Loaded project train with passenger train
    - Yard Accidents (if applicable)
        - Unloaded
            - Derailment
            - Collision
                - Empty project train
                - Empty project train with other freight train
                - Empty project train with passenger train
    - Yard Accidents (if applicable)

    - Loading/unloading (if data are available)
- Potential consequences (e.g., coal spill) will be discussed qualitatively
- For direct impact analysis, estimate increase in predicted accident frequency (by type) with addition of project-related train traffic, based on train-miles or ton-miles or both, for each route segment analyzed, depending on data availability
- For cumulative impacts analysis, estimate increase in accidents with addition of project-related rail traffic plus forecasted increase in train traffic, including train traffic associated with reasonably foreseeable proposed export terminals, if any

NEPA Study Area
For indirect impacts a qualitative discussion of accidents along the Reynolds Lead and BNSF Spurs, and the BNSF rail routes in general, will be presented.

SEPA Study Area
For indirect impacts a quantitative impacts analysis of past accidents along the Reynolds Lead and BNSF Spurs and the BNSF main line in Cowlitz County will be analyzed. In addition, a qualitative discussion related to rail statewide rail safety will be provided.

Assumptions
- Existing rail accident data available from FRA will be the basis for the rail safety/accident analysis
- Coal to be shipped from the proposed project would come from the Powder River Basin and the Uinta Basin.
- For areas beyond the project site and study area, Contractor and the SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct Contractor on the level of analysis if it is determined that an expanded study area is required per Task 4.1

Deliverables
- Deliverables for the NEPA and SEPA technical report is described above under subtask 4.2

4.18 Vehicle Transportation
Rail traffic data collected as part of subtask 4.16, along with rail data from shall provide the basis for the grade crossing analysis presented in the Vehicle Transportation Technical Report. In addition, existing conditions reports provided by the Applicant shall be used as the basis for the existing conditions section of the Vehicle Transportation Technical Report. If additional information is needed, the Contractor shall collect additional data as part of the impact analysis, as presented below.

Current at-grade crossing delays will be evaluated for existing conditions (current rail traffic plus increases forecasted to occur up to the year when the proposed project would be operational, and existing and forecasted vehicle traffic) and for the on-site and no action alternatives (with forecasted rail traffic).

Potential at-grade crossing delays will be calculated based on the anticipated change in the number of vehicles delayed during select hours, average delay per stopped vehicle, average delay per vehicle for all vehicles per 24 hour period, total daily blocked crossing time (aggregate of all stopped vehicles), and level-of-service (LOS) criteria for a two-way stop controlled intersection based on methods from the Highway Capacity Manual. It is assumed hourly traffic volumes are available from

local transportation agencies or the Applicant. If data are not available, this scope and budget will be amended to include the collection of daily traffic counts.

As part of the calculations and analysis, train information will be based on number of daily trains, train length, train speed, road class, number of road lanes, type of crossing protection (i.e., to include estimated time for gates to close and open, if present at a crossing based on FRA database), and average annual daily traffic (AADT) available from the city, county, and/or WSDOT, adjusted using forecasted growth in traffic volumes.

Potential cumulative impacts will be considered based on reasonably foreseeable changes in rail traffic on lines that would be used for the proposed project's rail traffic in Washington State.

Emergency Vehicle Delay

- Collect data from the county on location of medical services, emergency medical response (ambulance) and fire protection facilities in the project area and briefly describe the available services. This task will be coordinated with Contractor team members working on subtask 4.9
- Collect data from the County on numbers of emergency calls and destinations and estimate the frequency of delayed responses anticipated as a result of the proposed project
- For study crossing locations in Washington State but outside the County, describe effects on emergency vehicle response based on the change in the potential that a response would be delayed (based on the change in total daily blocked crossing time) and the change in the duration of the delay per stopped vehicle. This analysis will be based on roadway delay estimates at study area grade crossings (see Roadway Delay and Safety)
- Potential cumulative impacts will be considered based on reasonably foreseeable changes in rail traffic on lines that would be used for the proposed project's rail traffic in Washington State. Rail data will be provided by the Applicant, WSDOT, BNSF, Union Pacific Railroad (UP) and other available sources, as appropriate

Grade Crossing Safety

- Grade crossing safety will be evaluated at up to ten grade crossings for existing conditions (current rail traffic and forecasted vehicle traffic for the no action alternative) and for one on-site alternative (with forecasted rail traffic)
- For existing grade crossings that would be crossed by the proposed project's trains within Washington State that would be bound for the proposed project site, grade crossing safety will be analyzed based on the change in predicted accident frequency – calculated using FRA's GradeDec.net – caused by increased rail traffic due to the on-site alternative. Inputs for these calculations, such as AADT and trains/day, will be the same as those used to evaluate grade crossing delay
- Potential cumulative impacts at up to ten grade crossings will be considered based on reasonably foreseeable changes in rail traffic on lines that would be used for the proposed project's rail traffic in Washington State

Roadway Delay and Safety

- Weekday 24-hour volume, speed and vehicle classification counts will be collected at up to ten grade crossings in Cowlitz County along the Reynolds Lead and BNSF Spurs

- Roadway delay and safety will be evaluated at up to ten grade crossings for existing conditions, the no action alternative, and one on-site alternative
- Identify the roads in the project area on which vehicle traffic would be expected to increase as a result of proposed project construction
- Compare increased AADT with the proposed project to forecasted AADT and LOS (if available) without the project and provide a qualitative discussion of potential changes and impacts on vehicle delay
- Similarly, a qualitative discussion will be included about accident, injury and fatality frequency

NEPA Study Area
For direct impacts, the extent of impact evaluation will be the project site. For indirect and cumulative impacts, the extent will be arterials and secondary roads in the vicinity of the Longview industrial area along the Columbia River between the project area and Interstate 5. Indirect and cumulative impact extents are based on the potential of project-related traffic to affect local traffic patterns and volumes in the Longview industrial area.

SEPA Study Area
For direct impacts, the extent of impact evaluation will be the project site. For indirect impacts, grade crossing delay will be focused on up to ten grade crossings located along the Reynolds Lead and BNSF Spurs and the BNSF main line in Cowlitz County. A qualitative discussion will also be included for other grade crossings along the BNSF main lines in Washington State. For indirect and cumulative impacts, planned or permitted projects within Cowlitz County will be considered as part of the vehicle analysis. Planned and permitted commercial and industrial developments, which may impact local roadways, will also be included in the analysis.

Assumptions
- No fieldwork will be required
- Hourly traffic volumes in the project study area are available from local transportation agencies or Applicant. If data are not available, this scope and budget will be amended to include the collection of daily traffic count data.
- No intersection operational analysis will be conducted.
- The detailed analysis of potential grade crossing impacts will be limited to public highway/rail at-grade vehicle crossings in Cowlitz County along the Reynolds Lead and BNSF Spurs
- Increased air emissions associated with increased vehicle delay are discussed under in the air quality technical reports (subtask 4.13)
- Existing information on average daily vehicle traffic (ADT) and forecasts of future traffic growth available from the city, county and WSDOT and the regional travel demand model will be sufficient for evaluating potential impacts
- Information from WSDOT on current rail traffic at at-grade crossing in WA State will be adequate for the grade crossing analysis
- Rail traffic data on the Reynolds Lead and BNSF Spurs and the BNSF main line will be provided by WSDOT, BNSF, UP, Applicant or other existing sources
- Information on grade crossing safety protection available in the USDOT Crossing Inventory, available from FRA, will be sufficient for evaluating potential grade crossing safety impacts
- For areas beyond the project site and study area, Contractor and the SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct Contractor on the level of analysis if it is determined that an expanded study area is required per Task 4.1

Deliverables

- Deliverables for the NEPA and SEPA technical reports are described above under subtask 4.2

4.19 Vessel Transportation

The Applicant's existing conditions reports shall provide the basis for the existing conditions section of the Vessel Transportation Technical Report. In addition, the Corps will provide the Contractor information from their Operations and Maintenance Business Information Link (OMBIL) database. If additional information is needed, the Contractor will collect additional data, and perform impact analysis, per the discussion below.

The Contractor shall prepare a technical report that will describe the proposed project and discuss any potential impacts to the waterways from the precautionary zone at the mouth of the Columbia River to the terminal facility resulting from the project operations. It will discuss the necessary risk assessments, risk management strategies, mitigation measures, and resources in broad terms. It will also address any existing vessel traffic management activities in the region as they relate to vessel traffic. Vessel transportation routes and concerns off the coast of Washington will be discussed qualitatively.

In general, the analysis will include the following, modified in consideration of the non-hazardous coal cargo:

- Characterization of the project and port areas
- Characterization of the waterways and channels that constitute the route from sea to the terminal
- Characterization of the facility
- Characterization of the resources along the vessel route and the potential for those resources to be impacted by marine operations and potential releases.
- Characterization of the vessels expected to call at the facility, the nature of their operations, and the frequency of calls
- General discussions of the maritime safety and security issues along the vessel route, including pilot availability
- Anchorage requirements for vessel traffic
- General impacts expected as a result of the vessel traffic
- General marine hazards
- Typical safety and security threats and risks as identified in various studies and guidance materials
- Risk assessments for maritime safety and security, including general discussions of
  (1) risk assessment methodologies to be employed
  (2) need for formal risk, threat, and vulnerability assessments
  (3) risk management strategies
  (4) mitigation measures
  (5) resource needs for maritime safety, security, and response operations
- Stakeholders and associated issues
- Expected outcomes of assessments

Key needs for this approach include detailed information on the vessel traffic elements of the

proposed project, and the ability to openly communicate with the Pilots, Port Authorities, Marine Exchanges, and USCG to get necessary data on vessel traffic. The Pilots are the primary source of traffic management information for ship movements. The Contractor will also coordinate and obtain information from other waterway interests, and towing companies.

Other data needs include planned, anticipated, or potential marine development or growth on the waterway. As part of this vessel traffic task, the Contractor and the Agencies shall meet with the Columbia River Pilots, Columbia River Bar Pilots, and USCG Captain of the Port to obtain enough information to identify the necessary scope of assessment and the available sources of information/data. This scope of work and budget may be amended following discussions with the Agencies and stakeholders as described in this paragraph.

NEPA and SEPA Study Areas
The vessel traffic analysis will likely be the same for both NEPA and SEPA, and the resulting impacts (if any) will be considered as indirect impacts under both NEPA and SEPA.

The extent of impact evaluation will be the portion of the project area in the Columbia River. Commercial vessels sailing the Columbia River to and from the proposed project site would be required to operate within the USCG's designated vessel traffic lanes. In the vicinity of the proposed project site, ocean-going vessels would maneuver in the berthing area between the navigation channel and the proposed project's piers. For indirect and cumulative impacts, the extent will be a one-mile radius area around the proposed piers (based on docking and departing vessel maneuvers and moorage) and the Lower Columbia River. The basis for the extent of indirect and cumulative effects is the relative increase in volume of Lower Columbia River vessel traffic that would result from the proposed project, expected regional growth, and reasonably foreseeable projects.

Assumptions
- This scope of work and budget may be amended following discussions with Agencies and the Columbia River Pilots, Columbia River Bar Pilots and USCG Captain of the Port
- For areas beyond the project site and study area, Contractor and the SEPA Agencies shall discuss the appropriate level of analysis (subtask 4.1). The SEPA Agencies shall direct Contractor on the level of analysis if it is determined that an expanded study area is required per Task 4.1

Deliverables
- Deliverables for the NEPA and SEPA technical reports are described above under subtask 4.2

4.20 Greenhouse Gas Analysis
The greenhouse gas analysis approach and methods will be developed in consultation with the SEPA Agencies. A study plan will be developed via discussions with the SEPA Agencies. Discussions may include conference calls, web video meetings, or in person meetings, not to exceed eight hours each for Contractor participants. Contractor participants shall be limited to the Project Director, Project Manager, Deputy Project Manager, and up to three technical staff members, as appropriate. Following development of a study plan (including process for developing assumptions and methodologies for analysis), this scope of work and budget shall be amended to include an analysis of greenhouse gas.

Assumptions

- Up to eight hours for conference calls, web video meetings, or in person meetings for Contractor technical staff
- This scope of work and budget shall be amended to include preparation of a climate change analysis pursuant to direction by Agencies

Deliverables

- Study plan (scope of work) and budget for a greenhouse gas analysis

4.21 Climate Change

The climate change approach and methods will be developed in consultation with the SEPA Agencies. A study plan will be developed via discussions with the SEPA Agencies. Discussions may include conference calls, web video meetings, or in person meetings, not to exceed eight hours each for Contractor participants. Contractor participants shall be limited to the Project Director, Project Manager, Deputy Project Manager, and up to two technical staff members, as appropriate. Following development of a study plan this scope of work and budget shall be amended to a climate change analysis for the SEPA EIS.

Assumptions

- Up to eight hours for conference calls, web video meetings, or in person meetings for Contractor technical staff
- This scope of work and budget shall be amended to include preparation of a climate change analysis pursuant to direction by Agencies

Deliverables

- Study plan (scope of work) and budget for climate change discussion and analysis

4.22 Energy and Natural Resources

The energy and natural resources approach and methods will be developed in consultation with the Agencies. A study plan will be developed via discussions with the SEPA Agencies. Discussions may include conference calls, web video meetings, or in person meetings, not to exceed eight hours each for Contractor participants. Contractor participants shall be limited to the Project Director, Project Manager, Deputy Project Manager, and up to two technical staff members, as appropriate. Following development of a study plan this scope of work and budget shall be amended to include an analysis of energy and natural resources.

Assumptions

- Up to eight hours for conference calls, web video meetings, or in person meetings for Contractor technical staff
- This scope of work and budget shall be amended to include preparation of an energy and natural resources analysis pursuant to direction by Agencies

Deliverables

- Study plan (scope of work) and budget for energy and natural resources analysis

4.23 Environmental Health

The Health Impact Assessment (HIA) approach and methods will be developed in consultation with

the SEPA Agencies. Discussions may include conference calls, web video meetings, or in person meetings, not to exceed eight hours each for Contractor participants. Contractor participants shall be limited to the Project Director, Project Manager, Deputy Project Manager, and up to two technical staff members, as appropriate. Following completion of various resource area analyses (i.e. air quality, coal dust emissions, noise), a study plan shall be prepared which will identify the process for preparing the HIA. This scope of work and budget shall be amended to include preparation of an HIA and subsequent EIS section.

Assumptions

- Up to eight hours for conference calls, web video meetings, or in person meetings for Contractor technical staff
- This scope of work and budget shall be amended to include preparation of an HIA pursuant to direction by Agencies

Deliverables

- Study plan (scope of work) and budget for an HIA

4.24 Cumulative Impacts Analysis

The approach, assumptions, and methods for the cumulative impacts analysis will be developed (study plan) in consultation with the Agencies. Discussions may include conference calls, web video meetings, or in person meetings, not to exceed eight hours each for Contractor participants. Contractor participants shall be limited to the Project Director, Project Manager, Deputy Project Manager, and up to four technical staff members, as appropriate. The study plan shall identify how this information is collected, how it will be combined for the cumulative impacts analysis, assumptions for the cumulative impacts analysis, and the methods for the analysis. This information shall be extracted from each report and a stand-alone cumulative impacts analysis shall be performed based upon a study plan. This scope of work and budget shall be amended to include preparation of a cumulative impacts analysis report and subsequent EIS discussion.

Assumptions

- Up to eight hours for conference calls, web video meetings, or in person meetings for Contractor technical staff
- This scope of work and budget shall be amended to include a Cumulative Impacts Analysis pursuant to discussion and decisions with Agencies

Deliverables

- Study plan (scope of work) and budget for a Cumulative Impacts Analysis

Task 5 – Draft NEPA and SEPA EISs

Task 5 includes activities associated with the draft NEPA and SEPA EISs, including coordination with the Corps for development of the project purpose and need and off-site alternative(s). Following Agencies review, a draft SEPA EIS and draft NEPA EIS will be prepared and released for public review and comment. The Corps is solely responsible for the content and approval of the NEPA EIS. Cowlitz County and Ecology are jointly responsible for the content and approval of the SEPA EIS. Depending upon analysis and review schedules, the two EISs may not be prepared and/or released at the same time. This scope of work and budget takes into account the possibility of different timelines for the SEPA and NEPA EISs.

Task 5.1 SEPA Proposed Action/NEPA Purpose and Need

The Contractor shall review the NEPA purpose and need statement developed by the Corps for the Draft NEPA EIS and, if requested, collaborate and/or provide suggestions on potential changes to refine the purpose and need statement. The Contractor shall submit a formatted (for the EIS) revised/refined purpose and need statement chapter and may include graphics and photographs, as appropriate. Following the Corps review and approval, the purpose and need statement shall be revised and finalized as a chapter for incorporation into the NEPA Administrative Draft EIS.

For SEPA, The Contractor shall develop a description of the Applicant's proposed action and objectives. Information shall be taken from the Applicant's website, documents provided by the Applicant, and information provided to the Contractor by the Agencies.

A draft SEPA EIS section shall be provided to the SEPA Agencies for review. This draft chapter may include graphics and photographs, as appropriate. Upon receiving comments from the SEPA Agencies, the Contractor shall revise and finalize the chapter for incorporation into the SEPA Administrative Draft EIS.

Assumptions

- Applicant will prepare the initial SEPA proposed action and objectives. Contractor will review and revise, in coordination with the SEPA Agencies
- SEPA Agencies shall provide consolidated comments in track changes within seven days of submittal
- The Corps will provide Contractor with a draft purpose and need statement for the NEPA EIS
- Any delay in submittal of material from Agencies and/or Applicant may result in an overall delay in the SEPA and/or NEPA EIS schedule

Deliverables

- SEPA: proposed action and objectives formatted for the SEPA EIS (draft and revised)
- NEPA: revised/refined purpose and need statement formatted for the NEPA EIS (draft and revised)

Task 5.2 NEPA and SEPA Alternatives Development

Both the NEPA EIS and the SEPA EIS shall include a No Action Alternative and an On-Site Alternative (with up to two design variations). The NEPA EIS may also include one or more off-site alternative(s). The Alternatives chapter shall include a discussion of the on-site and off-site alternatives, if any are found to be practicable by the Corps. Included in the discussion will be alternatives considered and rejected, as well as the methodology and screening criteria used to evaluate and eliminate potential off-site alternatives.

A draft Alternatives chapter shall be provided to the Agencies for review prior to insertion in the SEPA or NEPA EIS document. Upon receiving comments from the Agencies, the Contractor shall update the section and insert it into the appropriate SEPA and NEPA EIS document.

No Action Alternative

The No Action Alternative is a blend of current existing conditions projected with reasonable expectations on how the market and projected growth for the state and affected regions will continue to grow and develop without the proposed project. The No Action Alternative may also

include a projection of what may otherwise occur on the site if the proposed project was not approved. The Contractor shall work with the Agencies to identify these other potential projects to be included in the No Action Alternative description. The Contractor shall coordinate with the Agencies to identify the operational timeframe for the No Action Alternative.

The SEPA No Action Alternative will consider other potential actions that could occur at the proposed project site, under applicable zoning requirements, such as, but not limited to construction and operation of another industrial use. The NEPA No Action Alternative assumes that no activity requiring a new Corps permit is conducted on the proposed site. Activities may be conducted on the proposed site that does not require a Corps permit as part of the NEPA No Action Alternative.

On Site Alternative
The Agencies and the Applicant shall provide the Contractor with a preliminary description of the on-site alternative. In addition, the Applicant shall provide the Contractor with a discussion and graphics of other on-site alternatives considered but rejected. The Contractor shall review this material, and may identify additional potential or reasonable on-site design options that should be considered. Engineering design sheets, detailed facility design and operations, and construction plans shall be provided to the Contractor by the Applicant.

Off-Site Alternative (NEPA Only)
The purpose of this task is to identify the full range of alternatives that meet the project's purpose and need, to perform an alternatives analysis to screen to a reasonable range of practicable alternatives to be carried forward for analysis in the Draft EIS. The majority of this work will be prepared by the Corps and the Applicant.

The Corps shall work with the Applicant to identify potential off-site locations of practicable alternatives for possible inclusion in the NEPA EIS. The Corps and the Applicant shall develop screening criteria to evaluate these potential alternatives. Working closely with the Corps, the Contractor shall review this material, and refine and/or identify additional potential off-site alternatives, as appropriate.

This scope of work includes collection of existing conditions, impacts analysis, and identification of mitigation measures for one on-site alternative with up to two design variations. Analysis of a No Action Alternative is also included in this scope of work and budget. Coordination with the Corps to screen and finalize off-site alternatives is also included as part of this scope of work and budget (subtask 5.2); however collection of existing conditions information, impacts analysis, and identification of mitigation measures for one or more off-site alternative(s) is not included in this scope of work and budget. Following identification of any practicable off-site alternative(s) by the Corps this scope and budget shall be amended.

Assumptions
- The SEPA No Action Alternative will include operations of an industrial facility at the proposed project site. Agencies will provide direction on the type of industrial facility and the duration of operation to be evaluated as part of the No Action Alternative
- The proposed project site alternative (On-Site Alternative) may include up to two design variations. Designs, with appropriate text and graphics, will be provided to Contractor by Applicant

- Agencies and Applicant will provide Contractor with on-site alternatives considered but rejected, as well as the criteria and methodology used for the on-site alternatives screening analysis
- Applicant shall provide Contractor with a description of the proposed terminal (design and operations) and up to two design variations for an on-site alternative
- GIS and CAD layers developed by Applicant related to the proposed project site will be provided to Contractor in electronic format
- Plan sheets that detail project components and their locations, including the location of piers, docks, and stormwater facilities, will be obtained from Applicant by Agencies and provided to Contractor
- Information on project timing, phasing and construction methods and equipment will be obtained from Applicant by Agencies and provided to Contractor
- Any delay in submittal of the alternatives descriptions, screening approach and evaluation, and graphic files from Corps and/or Applicant may result in an overall delay in the release of the EISs
- A draft NEPA and SEPA Alternatives Chapter will be submitted for Agencies review, the final version of the chapter will be resubmitted as part of the Administrative Draft EISs prepared under subtask 5.3

Deliverables

- NEPA and SEPA Alternatives Chapter (draft Word document)

Task 5.3 Preparation of NEPA and SEPA Administrative Draft Environmental Impact Statements

A SEPA Administrative Draft EIS will be prepared that addresses SEPA regulatory requirements, other state and local regulatory requirements, summarizes key findings from the technical reports, and includes critical technical data (for appendices). This SEPA Administrative Draft EIS will be prepared for the SEPA Agencies for review prior to publication.

ANEPA Administrative Draft EIS will be prepared that addresses NEPA regulatory requirements, other federal regulatory requirements, summarizes key findings from the technical reports, and includes critical technical data (for appendices). This NEPA Administrative Draft EIS will be prepared for the Corps for review prior to publication.

The following outline will be followed for both the NEPA and SEPA Draft EISs, but may be modified as document development moves forward:

Document Front, Back, and Inside Cover *(NEPA and SEPA)*

The document cover and inside cover shall provide the title of the proposed action and where it is located, the type of document, date, and appropriate agency logos and names.

Fact Sheet *(SEPA)*

A Fact Sheet will be prepared that provides the project title and description; name and address of lead agencies' responsible officials; contact persons; list of permits and approvals; authors and principal contributors; date of issue of the SEPA Draft EIS; date the SEPA Draft EIS comments are due; public meetings; agency action and projected date of action; and SEPA Draft EIS availability.

Summary *(NEPA and SEPA)*

The Summary will summarize the contents of the SEPA and NEPA Draft EISs, including the major conclusions, areas of controversy (including issues raised by agencies and the public during scoping), and issues to be resolved (including the choice among alternatives). The summary will list local, county, state, and federal permits; licenses; and other entitlements that may be required. The summary will also include a listing of significant adverse impacts that cannot be mitigated.

Table of Contents *(NEPA and SEPA)*

Abbreviations and Acronyms *(NEPA and SEPA)*

Chapter 1: Proposed Action *(SEPA)*
Subtask 5.1 provides the basis for chapter 1. Following review of the subtask 5.1 submittal, the chapter shall be revised and formatted as part of the SEPA EIS.

Chapter 1: Purpose and Need *(NEPA)*
Subtask 5.1 provides the basis for chapter 1. Following review of the subtask 5.1 submittal, the chapter shall be revised and formatted as part of the NEPA EIS.

Chapter 2: Alternatives including Proposed Action *(SEPA)*
This chapter will describe the proposed action and objectives, as well as the No Action Alternative. For alternatives considered but rejected, a brief discussion regarding their elimination will also be included. Terminal operations and construction methods and phasing will also be discussed in this chapter.

Chapter 2: Alternatives *(NEPA)*
This chapter will describe the On-Site and Off-Site Alternatives as well as the No Action Alternative. For alternatives considered but rejected, a brief discussion regarding their elimination will also be included. Terminal operations and construction methods and phasing will also be discussed in this chapter.

Chapter 3: Existing Conditions *(NEPA and SEPA)*
Chapter 3 will be organized by environmental resource as presented in Task 4 of this scope of work. The SEPA and NEPA EIS' will succinctly describe the existing conditions of the area(s) to be affected by the alternatives under consideration. This chapter will be developed based on the technical reports prepared under Task 4.

Chapter 4: Project Impacts and Potential Mitigation Measures (NEPA and SEPA)
Extracting the findings from Task 4, this chapter will present the study areas for each resource area, approaches and methodologies used for analyses, and potential environmental impacts and proposed mitigation measures for each alternative under consideration.

Other chapters and sections *(NEPA and SEPA)*
Additional chapters and sections will be included in the SEPA and NEPA Draft EISs as appropriate.

Appendices *(NEPA and SEPA)*
Technical reports may be included as appendices via a separate volume. Discussion with the Agencies will determine if all technical reports will be included. At a minimum, supporting

technical information that may be critical to understanding the conclusions in the documents will be included in the appendices.

Assumptions:

- Agencies shall coordinate their review of the SEPA and NEPA Administrative Draft EISs and provide Contractor one SEPA document and one NEPA document with edits and comments in track changes
- Agencies shall have 30 days to review the SEPA and NEPA Administrative Draft EISs
- Failure by Agencies to meet the designated project schedule may result in delay of release of the Draft EISs
- Review time to include review by Cooperating Agencies and other agency review deemed appropriate by Agencies
- Documents shall be transmitted via Contractor's SharePoint site
- Cooperating Agencies will provide comments, and comment response will be documented via a spreadsheet
- No new work, including data collection or analyses, will be prepared as a result of comments
- Comments will not result in new areas of analyses or new modeling efforts
- Until the final drafts, each document will have line numbering to help track comments on pertinent body text

Deliverables:

- Six hard copies of the SEPA Administrative Draft EIS and a separate volume of appendices, if appropriate
- Three hard copies of the NEPA Administrative Draft EIS and a separate volume of appendices, if appropriate
- Word documents uploaded to SharePoint and on DVD for Cooperating Agencies

Task 5.4 Preparation of the NEPA and SEPA Draft EISs

Following compilation and submittal of comments from the Agencies and Cooperating Agencies (NEPA only), the Contractor shall review and respond to comments on the Administrative Draft EISs. It is anticipated that a series of meetings between the Agencies and the Contractor will be required to resolve conflicts and discuss general approach and direction. Once comments are resolved, the Contractor shall update the Draft EISs for distribution to the public. The Draft EISs shall undergo the Contractor's internal QA/QC and regulatory review processes. An editorial and publications team will ensure the documents are easy to read, visually simple, and concise.

Upon revision of the Draft EISs, the Contractor shall move forward with preparation of a final NEPA Draft EIS for Corps review (turn page review) and a final SEPA Draft EIS for SEPA Agencies review (turn page review). The Agencies shall meet with the Contractor in Seattle to review any final comments and edits, as necessary.

Assumptions:

- Agencies shall work together to resolve any conflicts between the two EISs and shall agree on a final outcome
- Agencies will select one representative each to perform a final page turn review for fatal flaws prior to PDF preparation

Deliverables:

- Six hard copies of the SEPA EIS
- Three hard copies of the NEPA EIS

Task 5.5 Print and Distribution of the Draft NEPA and SEPA EIS

Upon approval from the Agencies, the Contractor shall create PDF files for uploading to the project website as well as burning to DVDs. No more than 50 copies each of the Draft SEPA and NEPA EISs will be printed. Up to 250 each Draft SEPA and NEPA EISs shall be prepared on discs/DVDs in the form of PDF files of the entire SEPA and NEPA Draft EISs and appendices (may require up to 500 discs/DVDs due to size of each EIS and appendices). Up to 100 discs/DVDs shall be prepared to include PDF files of each SEPA and NEPA technical report (discs/DVDs will contain one copy of the SEPA and one copy of the NEPA technical report).

Assumptions:

- This scope of work and budget shall be amended to include the expense and labor related to additional Draft EIS production (hard copy and discs/DVDs)
- Agencies shall be responsible for distributing hard copy documents and discs/DVDs

Deliverables:

- PDFs for the website and Agencies:
    - Compiled PDF of entire SEPA and NEPA Draft EIS without appendices
    - Compiled PDF of all appendices
    - Individual PDFs for each chapter of the SEPA and NEPA Draft EIS
    - Individual PDFs for each appendix
- 50 hard copy SEPA and NEPA Draft EISs with appendices (100 hard copies total)
- 250 discs/DVDs containing the SEPA and NEPA Draft EISs and appendices (500 discs/DVDs total)
- 100 discs/DVDs containing SEPA and NEPA technical reports (100 copies total)

End of Scope

Scope of Work Attachment 1
NEPA and SEPA Environmental Resource Areas:
General Overview of Resource Area Dependencies
May 23, 2014

Note: ALL resource areas will require information (INPUT) related to the proposed action, including, but not limited to facility design, daily operations (on site as well as rail and vessel traffic), BMPs, and construction (including number and type of equipment, crews, schedule)

Resource Area	Other Resource Areas: Inputs	Other Resource Areas Affected: Outputs
Water (Ground, Surface, Floodplains, and Water Quality)	**Hazardous Materials** - conditions that may affect water quality **Earth** - geologic conditions that affect surface and groundwater flow patterns **Wetlands** - changes in surface hydrology and water quality can affect wetlands **Rail Safety** – accidental spills associated with rail accidents could affect water quality	**Plants and Animals (Fish, Wildlife, and Vegetation)** – impacts to water resources may impact fish, wildlife or vegetation or their habitats **Hazardous Materials** – understanding water conveyance should any hazardous materials be identified that could be transported via ground or surface water **Earth (Geology and Soils)** – Interactions between surface and groundwater and geologic conditions/features
Wetlands	None	**Water (Ground, Surface, Floodplains and Water Quality)** – changes in wetlands can affect surface waters and water quality) **Plants and Animals (Fish, Wildlife and Vegetation)** – Wetlands provide suitable habitat for wildlife and vegetation
Plants and Animals (Fish, Wildlife and Vegetation)	**Noise and Vibration** - underwater and terrestrial noise and vibration that may affect fish/wildlife **Coal Dust Exposure** - potential coal dust exposure to fish/wildlife **Wetlands** - vegetation communities associated with Wetlands **Water** - water quality problems that may affect fish **Hazardous Materials** - hazmat that may affect fish/wildlife **Rail Safety** – accidental spills associated with rail accidents	None

NEPA and SEPA Environmental Resource Areas:
General Overview of Dependencies

Resource Area	Other Resource Areas: Inputs	Other Resource Areas Affected: Outputs
	could affect fish and wildlife	
Hazardous Materials	**Water** - potential fate and transport of hazardous materials within surface and groundwater **Rail Safety** – rail accidents could result in spills of hazardous materials	**Water (groundwater, surface, floodplains and water quality)** – hazardous materials in the study area could affect water quality **Plants and Animals (Fish, Wildlife and Vegetation)** – hazardous material could impacts species or their habitats
Earth (Geology and Soils)	**Water** - potential changes in hydrogeomorphology associated with project	**Water (groundwater, surface, floodplains and water quality)** – geologic conditions may affect conveyance/storage of surface and groundwater
Land and Shoreline Use (including Housing and Parks and Recreation)	**Historical and Cultural Resources** – historic sites that may serve as recreational park facilities. **Noise and Vibration** – land and shoreline use may be affected by changes in noise and vibration **Rail Transportation** - changes in land use that may result from increased rail traffic in the study area **Vehicle Transportation** - changes in travel time and potential impacts to existing and anticipated land and shoreline use	**Social and Community Effects (including Public Utilities and Environmental Justice)** – changes to land and shoreline use may impact communities, public utilities and low-income or minority populations
Social and Community Effects (including Public Services and Environmental Justice)	**Land and Shoreline Use** – changes to land and shoreline use may impact local communities, public utilities and Environmental Justice populations **Noise and Vibration** – increased noise and vibration could have social and community effects **Rail Transportation** - grade crossing delays and changes in access that may result from increased rail traffic in the study area **Rail Safety** – rail accidents could result in social and community effects **Vehicle Transportation** - grade crossing delays for emergency vehicles and public service vehicles	None
Aesthetics, Light, and Glare (Visual Quality)	**Rail Transportation** - train traffic to/from terminal site, trains queued at the site **Vessel Transportation** - vessel traffic to/from terminal site, vessels queued at the site and/or within the Columbia River	None
Historic and Cultural	**Tribal Fishing Practices/Treaty Rights** usual and accustomed	**Land and Shoreline Use** - historic sites that may serve as

NEPA and SEPA Environmental Resource Areas:
General Overview of Dependencies

Resource Area	Other Resource Areas: Inputs	Other Resource Areas Affected: Outputs
Resources	fishing sites should be considered **Noise and Vibration** – increased vibration could affect historic resources	recreational or park facilities
Tribal Fishing Practices/Treaty Rights	None	**Cultural Resources** - locations of potential archeological sites based upon usual and accustomed fishing sites
Air (Air Quality)	**Rail Transportation** - additional train traffic effect on air quality **Vehicle Transportation** - vehicle delays at at-grade crossings effect on air quality **Vessel Transportation** - increased vessel traffic air quality	**Environmental Health** – changes in air quality can affect environmental health conditions **Greenhouse Gas Analysis** – changes in air quality are likely to have implications for greenhouse gas analysis
Coal Dust Exposure	**Rail Transportation** - additional train traffic routes carrying coal dust **Vessel Transportation** – loading of vessels may result in fugitive coal dust and additional vessel traffic routes carrying coal dust	**Environmental Health** – potential impact of coal dust exposure may affect environmental health conditions **Plants and Animals (Fish, Wildlife and Vegetation)** – potential coal dust exposure may impact species or their habitats.
Noise and Vibration	**Rail Transportation** - project related train traffic may affect noise and vibration – number, length, speed, horn use **Vessel Transportation** - project related vessel traffic may affect underwater/terrestrial noise and vibration – number, size, operations	**Plants and Animals (Fish, Wildlife and Vegetation)** – changes in noise and vibration can affect species and the suitability of their habitats **Environmental Health** – potential increase in noise may affect environmental health conditions **Social and Community Effects (including Public Utilities and Environmental Justice)** – potential for increased noise impacts to Environmental Justice communities **Land and Shoreline Use** – potential increased noise and vibration may affect land use growth patterns **Cultural Resources** – potential for vibration impacts to affect historic structures located along the rail line
Rail Transportation	None	**Land and Shoreline Use** – changes in land and shoreline use/access can result from changes in rail activity in the study area **Social and Community Effects (Public Utilities/EJ)** – grade crossing delays and safety in study area. Access to public services/emergency vehicle routes can be affected by increased train traffic **Aesthetics, Light and Glare** – changes in rail traffic can have visual impacts in the study area

NEPA and SEPA Environmental Resource Areas:
General Overview of Dependencies

Resource Area	Other Resource Areas: Inputs	Other Resource Areas Affected: Outputs
		Air Quality – changes in rail traffic can impact air quality. **Coal Dust Exposure** – rail traffic may increase coal dust exposure **Noise and Vibration** – changes in noise and vibrations can result from increased train traffic **Rail Safety** – increased train traffic can affect rail safety along the Longview Yard Subdivision and the BNSF rail lines **Vehicle Transportation** – delays and safety at at-grade crossings **Greenhouse Gas Analysis** – locomotive diesel emissions
Rail Safety (train derailments and train/train accidents)	**Rail Transportation** - routes and volumes of train traffic along Longview Yard Subdivision and the BNSF rail lines	**Water** – rail accidents could affect water quality **Plants and Animals** – rail accidents could affect fish and wildlife **Hazardous Materials** – rail accidents could result in spills of hazardous materials **Social and Community Effects** – rail accidents could affect Environmental Justice populations
Vehicle Transportation (vehicle delay and safety at at-grade crossings)	**Rail Transportation** - number of trains at at-grade crossings	**Land and Shoreline Use** – changes in travel times/delays can impact land and shoreline use/access **Social and Community Effects (Public Utilities/EJ)** – delays at at-grade crossings can impact emergency vehicles and other public service vehicles **Air Quality** – delays at at-grade crossings can impact air quality and require hot spot analyses **Greenhouse Gas Analysis** – delays at at-grade crossings could affect greenhouse gas emissions in the study area
Vessel Transportation		**Aesthetics, Light and Glare** – changes in vessel traffic can have visual impacts in the study area **Air Quality** – changes in vessel traffic can impact air quality **Coal Dust Exposure** – loading of vessels may result in fugitive coal dust **Noise and Vibration** – changes in noise and vibrations could result from increased vessel traffic and loading of vessels **Greenhouse Gas Analysis** – vessels emit greenhouse gases

NEPA and SEPA Environmental Resource Areas:
General Overview of Dependencies

Resource Area	Other Resource Areas: Inputs	Other Resource Areas Affected: Outputs
Greenhouse Gas Analysis (GHG)	**Rail Transportation** - project related train traffic GHG **Vehicle Transportation** - project related vehicle delays at at-grade crossings GHG **Vessel Transportation** - project related vessel traffic GHG **Energy and Natural Resources** – energy required to construct and operate the facility will result in greenhouse gas emissions.	**Land and Shoreline Use** – potential increases in greenhouse gas emissions could contribute to climate change, which has implications for sea level rise **Air Quality** - project related impacts to air quality, specifically GHG **Climate Change** – greenhouse gases have been attributed to climate change
Climate Change	**Energy and Natural Resources** – energy required to construct and operate the project will result in greenhouse gas emissions, which may contribute to climate change. Whether the contribution is measurable or unmeasurable is unknown at this time	None
Energy and Natural Resources	None	**Greenhouse Gas Analysis** – energy use during project construction and energy expended during daily operations of the facility
Environmental Health	**Air Quality** - project related changes in air quality **Rail Transportation** - project related train traffic to estimate diesel emissions in the study area **Rail Safety** – rail accidents could affect environmental health **Coal Dust Exposure** - impacts of coal dust on human health **Noise and Vibration** – potential increase in noise may affect environmental health conditions	None

NWS-OD-RG

MEMORANDUM FOR RECORD

REFERENCE: NWS-2010-1225, Millennium Bulk Terminals–Longview, LLC

DATE: 14 February 2014

SUBJECT: U.S. Army Corps of Engineers Scope of Analysis and Extent of Impact Evaluation for National Environmental Policy Act Environmental Impact Statement.

AGENCIES: The U.S. Army Corps of Engineers, Seattle District (Corps) is the Federal lead agency. The U.S. Environmental Protection Agency (EPA) is a Federal cooperating agency. The Corps also invited the U.S. Coast Guard and the U.S. Department of Transportation's Federal Railroad Administration (FRA) and Surface Transportation Board (STB) to be Federal cooperating agencies. The STB declined to become a cooperating agency; the U.S. Coast Guard and FRA have not yet responded.

1. ACTION SUMMARY: Millennium Bulk Terminals–Longview, LLC (MBTL) proposes to construct and operate a shipping terminal; the current commodity identified for export by the applicant is coal. The terminal would be constructed on approximately 190 acres of a 540-acre site leased by MBTL and in the Columbia River adjacent to the lease site. The proposed terminal would consist of two piers and supporting upland facilities. One pier would be 1,400 feet long and range in width from 90 to 130 feet; the other pier would be 900 feet long by 100 feet wide. Access to the piers would be provided by an 800-foot-long trestle ranging from 35 to 60 feet wide. Upland facilities would include a balloon track capable of parking eight trains and unloading and handling facilities for a coal storage area. A system of conveyors would carry coal from the coal storage area to the trestle and piers. Upland facilities would also include roadways, service buildings, water management facilities, utility infrastructure, and other ancillary facilities. Coal from the Powder River basin, and possibly other locations, would be transported to the terminal by train over existing rail lines. No new rail line or spur outside of the project area would be required by this proposal.

To accommodate fully loaded Panamax-class ships at the terminal, MBTL proposes to dredge up to 500,000 cubic yards of sediment from a 48-acre berthing area along the riverward side of the proposed piers. Current bottom elevations in this area range from -21 to -42 feet Columbia River Datum (CRD). The proposed dredging would lower the bottom elevation to a target depth of -43 feet CRD, plus a 2-foot overdredge allowance, and connect the proposed shipping terminal to the Columbia River Federal navigation channel. The dredged material would be disposed in the navigation channel (flow lane) at site(s) to be determined by the Corps of Engineers, Portland District. Periodic dredging and disposal would be required in the future to maintain operation of the terminal.

The proposal described above (the "project") would involve work and structures in or affecting the course, condition, location, or capacity of the Columbia River, a navigable water of the U.S. In addition, the project would involve discharges of dredged and fill material into waters of the U.S., including wetlands, ditches, and the Columbia River. Therefore, the project requires authorization by Department of the Army (DA) permit pursuant to the requirements of Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act. The permit decision will be made by the Seattle District Engineer under authority delegated to the District Engineer by the Secretary of the Army and Chief of Engineers (33 CFR 325.8).

The National Environmental Policy Act (NEPA) requires Federal agencies to analyze the environmental impacts of "Federal actions" and to prepare an Environmental Impact Statement (EIS) for any "major

Federal action significantly affecting the quality of the human environment." See 40 USC 4332(C). In this case, the Federal action is the decision to issue, issue with conditions, or deny a DA permit to MBTL for the activities under Corps jurisdiction. See 40 CFR 1508.18(b)(4). On 13 July 2012, the Corps determined the MBTL project may have significant impacts and that issuance of a DA permit would be a major Federal action significantly affecting the quality of the human environment, requiring preparation of an EIS to comply with NEPA.

2. PROJECT SETTINGS:

Location – The project site is located south of Industrial Way (SR 432) along the north bank of the Columbia River at River Mile 63, in an industrial area south and west of the city of Longview, in Cowlitz County, Washington (Figure 1). MBTL leases the site from the landowner, Northwest Alloys, Inc. MBTL also operates an independent bulk products terminal business immediately east of the project site.

Site Size and Upland Description – The 540-acre MBTL lease site is a former aluminum smelting facility comprising a mixture of paved and gravel roads, utility buildings, silos, dikes, wetlands (primarily forested wetlands with pockets of scrub/shrub and emergent wetlands), and mowed utility corridors. The proposed project would cover 190 acres of the lease site (Figure 2). In the Columbia River (adjacent to the lease site), the proposed over-water structures would cover 5.4 acres, while the dredging area between the proposed piers and Federal navigation channel would cover 48 acres.

Aquatic Resources – The 190-acre area has been extensively modified beginning in the 1940s with construction of an aluminum smelting facility. Any natural streams and wetlands existing at that time would have been deeply buried under dredged or fill material used to develop the site. As a result, the site drains by man-made channels into a municipal ditch system that eventually discharges into the Columbia River near the MBTL site and via Coal Creek Slough about seven miles downstream of the project area. Approximately 11,000 linear feet of on-site ditches are waters of the U.S. Much of the western portion of the project area consisted of forested wetlands until several years ago when a previous lessee cleared and graded some of these wetlands, resulting in a discharge of dredged or fill material into waters of the U.S., without Department of the Army authorization. The proposed project would result in the permanent loss of these and other wetlands in the project area. A total of 28.5 acres of the site are considered to be forested wetlands containing small pockets of emergent and scrub-shrub wetlands.

3. ENVIRONMENTAL REVIEW PROCESS: The Corps has entered into an agreement with Cowlitz County Building and Planning (County) and the Washington State Department of Ecology (Ecology), jointly the co-lead agencies, to prepare two separate EISs: one to meet the requirements of NEPA and another to meet the requirements of Washington's State Environmental Policy Act (SEPA). The Corps serves as the lead agency for compliance with NEPA; the County and Ecology serve as lead agencies for compliance with SEPA. The co-lead agencies are directing and supervising the preparation of their respective EISs and will independently evaluate them once prepared.

The NEPA process is intended to provide the public an opportunity to participate in and understand the Federal action and future decision. The NEPA process is also intended to assist the Corps in identifying and assessing the potentially significant environmental impacts of a proposed action before making a decision on that action. The Corps is responsible for ensuring compliance with NEPA and related environmental statutes, as well as applicable Executive Orders and Treaties, for the proposed action requiring a DA permit decision. Ensuring compliance with NEPA and applicable Treaties are separate processes. ICF International, as the third-party contractor, is assisting in preparation of the EISs pursuant to 40 CFR § 1506.5 and 33 CFR Part 325, Appendix B Section 8(f)(l).

The Corps will decide whether or not to issue a DA permit to MBTL pursuant to Section 404 of the Clean Water Act (33 USC §§ 1251-1376, as amended) and Section 10 of the Rivers and Harbors Act of 1899 (33 USC § 403). Ecology will decide whether or not to issue Water Quality Certification under Section 401 of the Clean Water Act, Coastal Zone Management Consistency Determinations (18 USC §§ 1451-1466), and National Pollution Discharge Elimination System permits under Section 402 of the Clean Water Act. The County will decide whether or not to issue the following permits: Shoreline Substantial Development and Conditional Use (Cowlitz County Code (CCC) 19.20), Critical Area Permit (CCC 19.15.030), Floodplain Management (CCC 16.25.090), Grading (CCC 16.35) Fire & Life Safety (CCC 16.05.080) Building (CCC 16.05) and Demolition (16.05).

As part of its NEPA review, the Corps is gathering and analyzing environmental information and data to compare the potential environmental effects of possible project alternatives and the "no action" alternative in the EIS. After issuing this Memorandum for the Record, the Corps, with input from cooperating agencies and considering the public input received to date, will prepare a Draft NEPA EIS (DEIS) for the proposed actions. The DEIS will identify the potential environmental impacts of the proposed project and alternatives and address those environmental issues identified during the scoping process and in the preliminary assessment in this Memorandum. The DEIS will also discuss a reasonable range of alternatives to the proposed action, including a no-action alternative, and recommend environmental mitigation measures, as appropriate.

Upon completion, the DEIS will be made available for review and comment by the public, government agencies, and affected Tribes. A Final NEPA EIS (FEIS) will then be prepared responding to the public, agency, and Tribal comments received on the DEIS and providing further analysis if needed. In reaching a final permit decision on the MBTL proposal, the Corps will take into account those portions of the administrative record, including the DEIS, FEIS, and public, agency, and Tribal comments received, that the Corps determines are germane to its specific regulatory authorities.

4. THE SCOPE OF ANALYSIS: In determining the scope of analysis for the EIS, the Corps must identify the Corps' action under consideration and decide, for the purposes of NEPA, whether the agency has "control and responsibility" for activities outside of waters of the U.S. such that issuance of a permit would amount to approval of those activities. See 33 CFR Part 325, Appendix B, Section 7(b)(l). In this case, the proposed action to be taken by the Corps is the decision whether to issue, issue with conditions, or deny a DA permit for those activities within the Corps' jurisdiction that are part of the MBTL proposal.

The specific activity requiring a DA permit from the Corps may, at times, be merely one component of a larger project. As a general rule, the Corps extends its scope of analysis beyond waters of the U.S. where the environmental consequences of upland elements of the project may be considered products of either the Corps permit action or the permit action in conjunction with other Federal involvement (33 CFR Part 325, Appendix B, Section 7(b)(2)). When determining the extent to which the Corps is considered to have control and responsibility for portions of the project outside waters of the U.S., the Corps normally considers the following four factors set forth by regulation:

a. *Whether or not the regulated activity comprises "merely a link" in a corridor-type project*: There are no other proposed actions by the applicant outside the project area. The MBTL project is a "stand alone" project and not a link in, or component of, any linear or corridor project.

b. *Whether there are aspects of the upland facility in the immediate vicinity of the regulated activity which affect the location and configuration of the regulated activity*: The proposed upland facilities would affect the location and configuration of the regulated activities. The rail loop, coal handling and storage area, and attendant features would need to be constructed in reasonable proximity to the proposed

piers to facilitate the transfer of coal onto ocean-going vessels. There appears to be a strong relationship between the locations of the piers and coal handling and storage area based primarily on cost and logistics. Based on information provided by the applicant, constructing a functional facility on upland portions of the site could likely not be accomplished without impacting waters of the U.S. because there is a substantial amount of wetlands scattered in a mosaic across the site.

c. *The extent to which the entire project will be within the Corps' jurisdiction*: The proposed project would involve installing structures in the Columbia River, a navigable water of the U.S., and discharging dredged and fill material into waters of the U.S. (the Columbia River, adjacent wetlands, and jurisdictional ditches), all of which require authorization by DA permit. Based on preliminary project plans, a substantial amount of wetlands that are scattered in a mosaic across the site would be impacted by the proposed MBTL facility. In the Columbia River, 5.4 acres of overwater structure, 48 acres of dredging, and an undetermined acreage for dredged material disposal would occur in waters of the U.S.

d. *The extent of cumulative Federal control and responsibility*: The Corps, through its Seattle District, has authority under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899 to regulate the construction of the proposed MBTL project, including maintenance dredging. The Corps, through its Portland District, has authority and responsibility to maintain the Federal navigation channel in the Columbia River and to specify the locations of dredged material disposal sites in the river. No other Federal agency has control or responsibility over any other aspect of the proposed shipping terminal project itself. The purpose of the MBTL project is to construct and operate a shipping facility; the current commodity identified for export by the applicant is coal.

When considered in accordance with applicable laws and regulations, many of the activities of concern to the public, such as rail traffic, coal mining, shipping coal overseas, and the burning of exported coal in other countries, are outside the Corps' control and responsibility. While other Federal agencies may have regulatory control over certain aspects of a commodity's extraction or production, those activities are already occurring and would continue to occur independent of the proposed project under review by the Corps. Similarly, while there is general Federal oversight of existing rail lines and rail traffic, neither the STB nor the FRA have a licensing role or are funding any aspect of the proposed project.[1] Federal oversight of existing rail lines is limited to FRA authority over rail safety. Federal oversight of vessel traffic associated with this project is limited to U.S. Coast Guard authority over vessel traffic and safety in territorial waters of the U.S. Vessel traffic from ships using the proposed facility would occur along ship routes in U.S. waters that are already well established. Use of these routes would continue independent of the project under review by the Corps. Based on the information available at this time, this project is not dependent upon or subject to "federal control and responsibility" by the EPA, U.S. Coast Guard, FRA, or STB, in that these federal agencies do not have an independent obligation to issue their own NEPA decision document(s) for this project. See definition of "major federal action" at 40 CFR 1508.18.

[1] If transportation of coal requires new rail lines, the Surface Transportation Board (STB) would be responsible for approving the new rail lines that might be needed to move coal to its ultimate destination. For example, the STB recently issued a Notice of Availability for the Final Scope of Study for an EIS for proposed construction of an 83-mile-long rail line in Montana. 78 Fed. Reg. 17752 (March 22, 2013). The Corps, Omaha District, is a cooperating agency in this EIS in order to assess potential impacts to waters of the U.S. The purpose of the proposed rail line is to transport coal from the Powder River Basin to utilities in Montana and the Midwest. The Federal Register notice also states that the coal could be transported to export markets in Asia or Europe or through ports on the Atlantic Coast, Pacific Coast, or Gulf Coast, or through the Great Lakes. *Id.* at 17753. In the Notice, the STB states it will use "modeling and other available information to project economically reasonable and feasible transportation movements" in order to inform the public and "take the requisite hard look at the environmental effects....". *Id.* at 17756. This new proposed rail line is not, however, interrelated, dependent upon, or contingent upon approval of the MBTL project.

Determination of the Scope of Analysis for the Draft EIS: Any one of the four factors considered above could support a determination by the Corps to expand its scope of analysis beyond the area directly subject to Corps jurisdiction. In the analysis above, Factor "a" is not applicable because the proposed project is not a "link" in a corridor-type project. Consideration of Factors "b" and "c" each indicate that the environmental consequences of upland elements of the project may be considered products of the Corps' permit action and they support expanding the scope of analysis beyond the area directly subject to Corps jurisdiction. Factor "d" does not support extending the Corps' scope of analysis because the proposed project is not subject to other Federal control and responsibility outside of the Corps' jurisdiction.

Based on the analysis above, the scope of analysis includes the entire MBTL project area and any off-site area that might be used for compensatory mitigation. The project area consists of the 190-acre lease area; the areas of the Columbia River that would be directly affected by overwater structures, dredging, and dredged material disposal; and any other area in or adjacent to the Columbia River that would be affected by, and be integral to, the proposed project (Figure 2).

5. PUBLIC PARTICIPATION, AGENCY CONSULTATION, AND GOVERNMENT-TO-GOVERNMENT CONSULTATION: Public participation in the scoping process, as required by 40 CFR § 1501.7, is a necessary step to determine the direct, indirect, and cumulative impacts to be analyzed in the EIS. As part of the environmental review process to date, the Corps, in cooperation with the other co-lead agencies, conducted a broad outreach effort to inform the public, Tribes, and government agencies about the proposed action and to facilitate participation in the NEPA process. The co-lead agencies have completed a public scoping process to obtain information and recommendations on the scope of the EIS. The scoping comment period ran from 16 August 2013 to 18 November 2013 and included five public meetings. More than 3,900 people participated in the public scoping meetings and over 215,000 comments were received during the scoping period, including comments from Federal, State, and local government agencies, Tribes, and non-governmental organizations.

The Corps has consulted, and will continue to consult, Federal, State, and local agencies, Tribes, affected communities and all interested parties to gather information about the proposal. As part of that process, the Corps has invited federally recognized Tribes to participate in government-to-government consultation to discuss and consider the views of the Tribes regarding the proposed action and alternatives.

6. SUMMARY OF SCOPING COMMENTS: The document, *Scoping Report, Millennium Bulk Terminals–Longview*, dated February 2014 and prepared by ICF International, summarizes the comments collected during the scoping period. The report is available at *http://www.millenniumbulkeiswa.gov*. Commenters requested the EIS include an analysis of the project's potential impacts to water resources; wetlands; geology and soils; terrestrial wildlife and vegetation; aquatic species and habitats; water quality; climate change/greenhouse gases; transportation, including rail traffic, vessel traffic and navigation; land use; shorelines; recreation; agriculture; human health; cultural, historical, and archaeological resources; Tribal treaty rights; economics; and energy policy. Commenters also requested evaluation of a wide variety of impacts related to train traffic, including noise, vibration, dust, and public safety. Additionally, many commenters requested the EIS evaluate impacts associated with the mining and burning of coal shipped through this terminal and that an "area wide" EIS be prepared to evaluate the cumulative impacts of all proposed Northwest export facilities that would include coal as a commodity. Scoping comments may be viewed at the above-listed website. The Corps has reviewed and considered the received scoping comments and the recommendations they contain in making the determinations that follow below.

7. EXTENT OF DIRECT, INDIRECT, AND CUMULATIVE IMPACT EVALUATIONS FOR THE EIS: Based on the above-stated scope of analysis and public input during the scoping period, the following is a preliminary assessment of the extent of impact evaluation to be discussed in the EIS.

Proposed Action: The EIS will address activities associated with the construction and operation of the proposed MBTL shipping terminal.

Impact Categories: The EIS will analyze potential direct, indirect, and cumulative impacts of the proposed action for each of the elements of the natural and human environment listed below.

Set forth in this section are the extents of impact evaluation to be considered in the NEPA EIS. The extents of evaluation for direct, indirect, and cumulative impacts provided in this document indicate the Seattle District Engineer's current assessment of available information. While the Corps' scope of analysis is now established, the extents of impact evaluation are subject to modification during the remainder of the NEPA EIS preparation process.

The determinations for the extent of direct, indirect, and cumulative impacts[2] are based on the Corps' scope of analysis, project information, information from scoping comments, experience from consultations with local, State, and Federal agencies for past Corps actions, and the Corps' expertise in evaluating environmental impacts. Determinations of the extent of evaluation for direct impacts are based on factors discussed in Section 4, above. Determinations for indirect and cumulative impacts are based on whether a close causal relationship exists between the Corps' permitting activity and the potential effects, employing a "rule of reason" and assessing whether this type of information would be relevant to the Corps' decision-maker. At this point, the geographic extent for some indirect and cumulative impacts cannot be stated precisely. In these cases, the extent has been stated using such terms as "immediate vicinity". Further refinement of the extent of impact evaluation for these items will be made once potential impacts have been further evaluated during preparation of the DEIS and FEIS.

The Corps has determined the extent of impact evaluation for each of the following NEPA elements of the environment:

a. Water Resources. The EIS will describe the existing surface water and groundwater resources in the project area, including streams, ponds, wetlands, and floodplains, and analyze the potential impacts of the proposed project on these resources.

(1) Wetlands. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts the extent of the impact evaluation will be the project area and immediate vicinity. The evaluation area is based on the potential of the project to impact wetlands in the project area and off-site wetlands physically or hydrologically connected to those in the project area.

(2) Water Quality. For direct impacts, the extent of impact evaluation will be the project area and the mixing zone in the Columbia River within 300 feet of the project area to evaluate the effects of suspended sediment and turbidity on water quality during construction and dredging activities. The evaluation area will also include each in-river dredged material disposal site including an area extending

[2] Direct effects are those which are caused by the action and occur at the same time and place. Indirect effects are those which are caused by the action and are later in time or farther removed in distance but are still reasonably foreseeable (40 CFR Sec. 1508.8). Cumulative impact is the impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions (40 CFR Sec. 1508.7).

300 feet downstream of each site to evaluate the impact of sediment disposal on water quality. For indirect and cumulative impacts, the extent of impact evaluation will be the project area, Consolidated Diking and Improvement District No. 1 (CDID No.1) stormwater system drainage ditches adjacent to the site, and the Columbia River downstream one mile from the project area and each dredged material disposal site. Indirect and cumulative impact evaluation extents are based on the the project's potential to affect water quality in waterbodies downstream of the project area.

(3) Surface Water (streams). Natural channels on the MBTL site were replaced years ago by a network of man-made ditches draining the site into the CDID No.1 system. A CDID No.1 pump station pumps stormwater from Ditch 14, located along the west boundary of the MBTL site, directly into the Columbia River at the downstream end of the site. For direct impacts, the extent of impact evaluation will be the Columbia River and stormwater drainage ditches within the project area. For indirect and cumulative impacts, the extent will be the CDID No.1 stormwater system drainage ditches adjacent to the MBTL site and the Columbia River downstream one mile from the project area. Indirect and cumulative impact extents are based on the potential of the proposed project to affect flow regimes downstream of the project area.

(4) Floodplains. The shipping terminal project site lies in the 500-year floodplain of the Columbia River. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of impact evaluation will be the project area and the surrounding 500-year floodplain on the north side of the Columbia River in the vicinity of the project area. Indirect and cumulative impacts are based on the potential of the proposed project to affect floodplain functions and values.

(5) Groundwater. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts the extent of impact evaluation will the 2,200-acre City of Longview–Frontal Columbia River hydrologic unit (HUC-12: 170800030402). Indirect and cumulative impact extents consider the potential of the proposed project to affect groundwater quality, quantity, movement, and support of downstream waterbodies.

b. Biological Resources. The EIS will describe the biological resources of the project area and its immediate vicinity, including vegetative communities, wildlife, fisheries, aquatic reserves, and federally listed threatened or endangered species (including candidate species), and analyze the potential impact of the proposed project on these resources.

(1) Fish and Aquatic Habitat. For direct impacts, the extent of impact evaluation will be the project area (including dredged material disposal sites) plus the Columbia River within 3,000 feet of the construction zone (extent based on construction noise impacts). For indirect and cumulative impacts, the extent of impact evaluation will be the project area plus an area extending 300 feet (e.g., for suspended sediment, turbidity) from the dredging area and each dredged material disposal site. Indirect and cumulative impact extents are based on the proposed project's potential to affect aquatic species and habitat functions.

(2) Wildlife and Wildlife Habitat. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of impact evaluation will be the project area and those lands in the vicinity of the project where project-related disturbances to wildlife and wildlife habitat could occur. Indirect and cumulative impacts are based on the potential of the proposed project to affect wildlife species and habitat functions, including disruption of wildlife movements along travel corridors.

(3) Terrestrial Vegetation Communities. Forestland is the only substantive vegetation community in the project area. All other on-site vegetation communities have been highly altered or eliminated by prior industrial development. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of impact evaluation will be the project area and adjacent, contiguous forestland and other intact vegetation communities. Indirect and cumulative impact extents are based on the proposed project's potential to affect continuity and function of nearby vegetation communities.

(4) Federal Threatened or Endangered Species. For direct impacts, the extent of impact evaluation will be the project area (including dredged material disposal sites) and, in the Columbia River, within 3,000 feet of the construction zone (extent based on construction noise impacts). For indirect and cumulative impacts, the extent of impact evaluation will include the area identified above for direct impacts plus an area extending 300 feet downstream of each dredged material disposal site plus the area necessary to evaluate project-related disturbances on Columbian white tailed deer.

c. Geologic Processes. The EIS will describe the geologic resources within the project area, including soils, physical processes (e.g., erosion), and geologically sensitive areas (e.g., unstable slopes), and analyze the potential impacts of the proposed project to these resources.

(1) Soils and Geology (geomorphology). For direct impacts, the extent of impact evaluation will be project area. For indirect and cumulative impacts, the extent of impact evaluation will include the project area and land in the immediate vicinity of the project area.

(2) Riverine and Shorelines (Columbia River shoreline). For direct impacts, the extent of impact will be the shoreline and nearshore portions of the project area. For indirect and cumulative impacts, the extent of impact evaluation will be the shoreline and nearshore areas of the north side of the Columbia River in the project area and in nearby areas where there is a potential for project-related effects to the Columbia River shoreline. Indirect and cumulative impacts extents are based on the potential of the proposed project to disrupt sediment transport, shoreline stability, and riparian habitat.

(3) Geologically Unstable Areas. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of impact evaluation will include the immediate vicinity of the project site north of the Columbia River.

d. Air Quality. The EIS will describe air quality in the project area and analyze the potential impact of the proposed project on air quality. For direct impacts, the extent of impact evaluation will be a five-mile radius around the project area. For indirect and cumulative impacts, the extent of impact evaluation will be 20-mile radius around the project area. This extent could be reduced after analyzing prevailing wind patterns and the nature of potential airborne emissions and contaminants.

e. Aesthetics. The EIS will describe the existing conditions in the vicinity of the project area, including ambient noise, sources of noise and light, and viewshed, and analyze the potential impacts of the proposed project on aesthetics.

(1) Noise. For direct, indirect, and cumulative impacts, the extent of impact evaluation will be the project area and within one mile of the project area. The extent of evaluation is based on the likely distance noise would be transmitted from the project area.

(2) Visual Impacts, Light, and Glare. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of evaluation will be the project area and surrounding areas, including the south side of the Columbia River, where the proposed project would be visible.

(3) Viewshed. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of evaluation will be the project area and surrounding areas, including the south side of the Columbia River, where the proposed project would be visible.

f. Land Use. The EIS will describe existing land uses within the project vicinity, including types of use and land use planning and policies, and analyze the potential impacts of the project on land use.

(1) Land Uses, Land Use Plans, and Growth Management. The project area is zoned "heavy industrial" by Cowlitz County. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent will be the Longview-Kelso urban area and unincorporated areas of Cowlitz County in the vicinity of the project area.

(2) Agricultural and Farmlands. The project area is not an agricultural area and there are no adjacent farms. For direct impacts, the extent of impact evaluation will be the project site. For indirect and cumulative impacts, the extent will be the project area.

(3) Recreation. Recreation in the project area, which is already a developed industrial site, is generally limited to fishing in the Columbia River and possibly other in-river recreation such as kayaking. Common public access points to this area for boats and kayaks include the Willow Grove boat launch (five miles downstream of the project area) and the Gerhart Gardens boat launch located in the Cowlitz River two miles upstream of its confluence with the Columbia River and seven miles upstream of the project area. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of impact evaluation will be the project area.

g. Transportation. The EIS will describe existing transportation infrastructure in the vicinity of the project area, including roads, railroad facilities, and Columbia River shipping lanes, and analyze the potential impact of the proposed project on transportation.

(1) Vehicular Traffic. For direct impacts, the extent of impact evaluation will be the project site. For indirect and cumulative impacts, the extent will be arterials and secondary roads in the vicinity of the Longview industrial area along the Columbia River between the project area and Interstate 5. Indirect and cumulative impact extents are based on the potential of project-related traffic to affect local traffic patterns and volumes in the Longview industrial area.

(2) Rail Traffic. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent will be the project area and the rail corridor of the Longview industrial area. The basis for the extent of indirect and cumulative effects is the potential of project-related rail traffic to affect rail traffic patterns and volumes in the Longview industrial area.

(3) Vessel Traffic and Navigation. For direct impacts, the extent of impact evaluation will be the portion of the project area in the Columbia River. Commercial vessels sailing the Columbia River to and from the MBTL terminal would be required to operate within the U.S. Coast Guard's designated vessel traffic lanes. In the vicinity of the MBTL terminal, ocean-going vessels would maneuver in the berthing area between the navigation channel and the MBTL piers. For indirect and cumulative impacts, the

extent will be a one-mile radius area around the proposed piers (based on docking and departing vessel maneuvers and moorage) and the Lower Columbia River. The basis for the extent of indirect and cumulative effects is the relative increase in volume of Lower Columbia River vessel traffic that would result from the proposed project.

h. Cultural and Historic Resources. The EIS will identify historic buildings, structures, sites, objects, or districts listed, or eligible for listing, on the National Register of Historic Places (NRHP) and Native American cultural sites and resources within the Area of Potential Effect (APE) as identified through the National Historic Preservation Act Section 106 consultation process. The EIS will also analyze the potential impacts of constructing and operating the proposed project on archeological, historic, and cultural resources. For direct, indirect and cumulative impacts to cultural, historical, archaeological, and tribal resources, the extent of impact evaluation will be the project area APE.

i. Human Environment (per 40 CFR 1508.14). The EIS will analyze the socioeconomic effects of the proposed action, including effects on employment and tax revenues, demand on public services and utilities, and impacts to local businesses.

(1) Employment. For direct effects, the extent of impact evaluation will be the cities of Kelso and Longview. For indirect and cumulative impacts, the extent of evaluation will be Cowlitz County.

(2) Local Tax Base. For direct effects, the extent of impact evaluation will be the cities of Kelso and Longview. For indirect and cumulative impacts, the extent of evaluation will be Cowlitz County.

(3) Public Services. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of evaluation will be the industrial area along the Columbia River (including the project area) and adjacent areas in the city of Longview.

(4) Public Utilities. For direct impacts, the extent of impact evaluation will be the project site. For indirect and cumulative impacts, the extent of evaluation will be the Longview-Kelso urban area.

(5) Public Risk, Health, and Safety. For direct impacts, the extent of impact evaluation will be the project area. For indirect and cumulative impacts, the extent of evaluation will be the Longview-Kelso urban area.

(6) Environmental Justice. For direct impacts, the extent of impact evaluation will be populations and communities in the Longview-Kelso urban area. For indirect and cumulative impacts, the extent of impact evaluation will be Cowlitz County.

j. Tribal Treaty Rights and Trust Responsibility. The EIS will identify the federally recognized Tribes with interests in the project vicinity and analyze the potential impacts of constructing and operating the proposed project on treaty rights. These interests, which may include fishing rights, are not limited to accessing usual and accustomed stations and/or places. Consistent with the Federal government's trust responsibility, potential impacts to Tribes will be identified, in part, by consulting with affected Tribes. The extent of impact evaluation for impacts to treaty rights will be determined by the Corps after consulting with affected Tribes.

8. COMPLIANCE WITH OTHER FEDERAL LAWS AND RESPONSIBILITIES

The EIS will also address compliance with the following Federal laws:

a. Tribal Treaty and Trust Responsibilities – Government-to-Government consultations with affected tribes.

b. Endangered Species Act – Formal consultation under Section 7 of the Act.

c. Magnuson Stevens Fishery Conservation and Management Act – EFH consultation with the National Marine Fisheries Service.

d. Marine Mammal Protection Act – Consultation with the National Marine Fisheries Service.

e. Section 106 of the National Historic Preservation Act – Consultations with the Washington State Historic Preservation Officer and applicable Tribes.

f. Coastal Zone Management Act – The State of Washington will review this work for consistency with the Washington Coastal Zone Management Program.

g. Section 401 of the Clean Water Act – The State of Washington will review this work for compliance with applicable State and Federal water quality standards.

h. Clean Air Act – The Corps will evaluate the proposed actions for conformity with regulations implementing Section 176(c) of the Clean Air Act.

9. ADDITIONAL IMPACT ANALYSES.

In addition to the analyses contained in the EIS, the Corps will analyze the proposal's potential direct, indirect, and cumulative impacts as part of the Department of the Army permit process. These analyses will include a public interest determination (see 33 CFR 320.4(a)(1)), Clean Water Act Section 404(b)(l) Guidelines compliance determination (see 40 CFR 230), and evaluation of comments received in response to the public notice describing the proposed project. The results of these analyses will be documented in the Corps' Record of Decision.

14 Feb 2014
Date

Bruce A. Estok
Colonel, Corps of Engineers
District Engineer

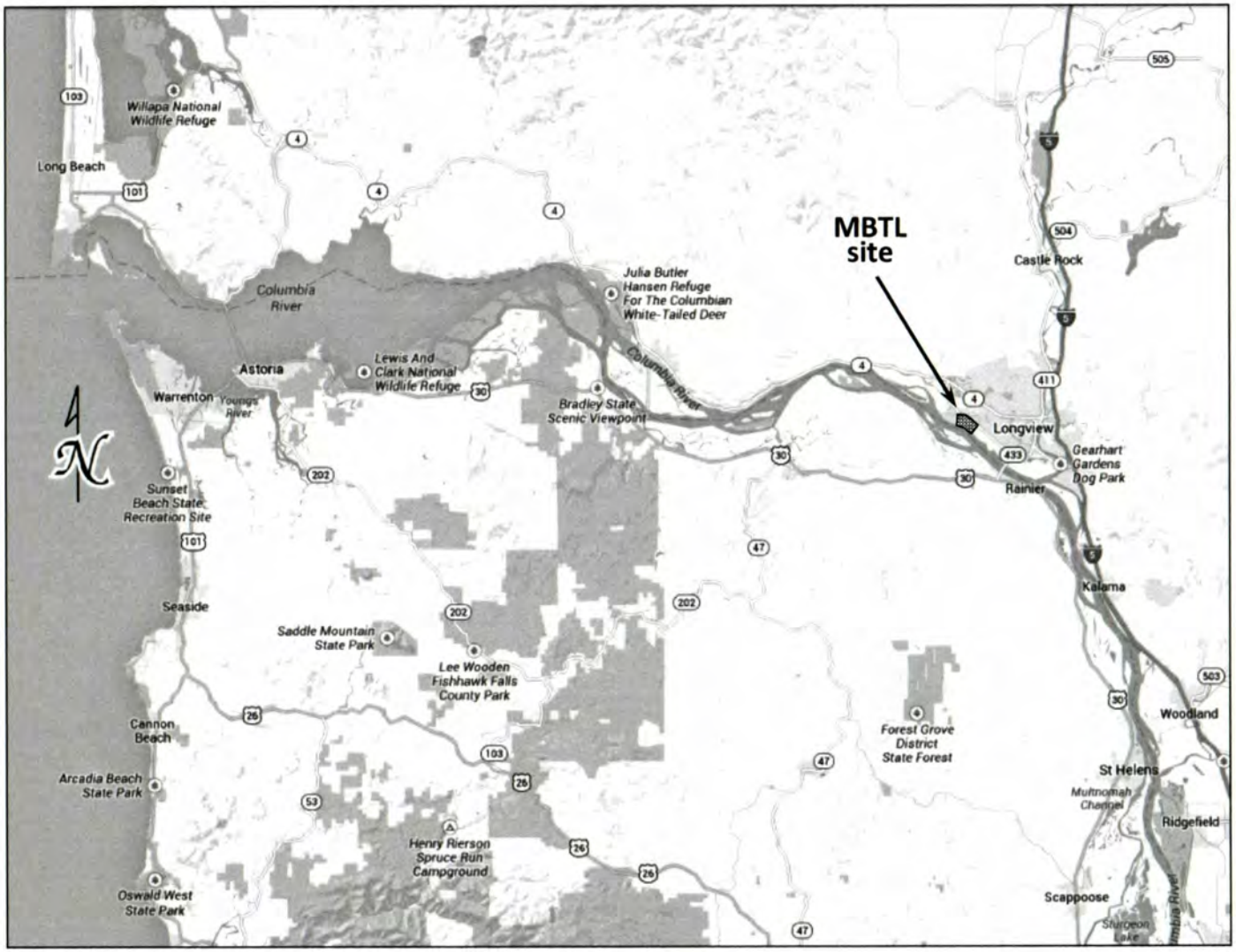

Figure 1. Millennium Bulk Terminals–Longview, LLC (MBTL) vicinity map.

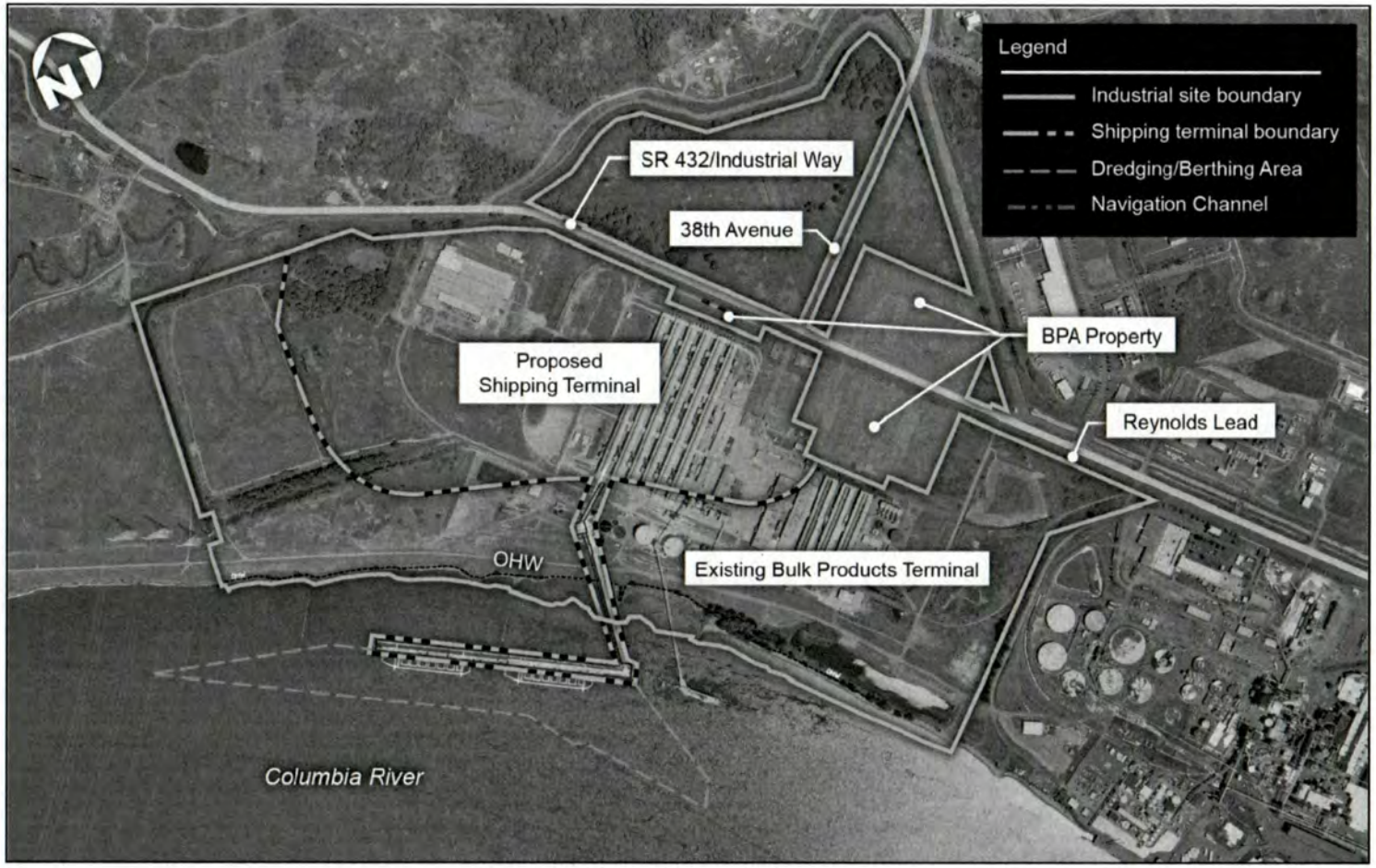

Figure 2. Millennium Bulk Terminals–Longview, LLC (MBTL) project area map.

Joint Release:
Cowlitz County
Washington State Department of Ecology - February 12, 2014

14-019

Environmental study phase to begin for proposed coal terminal in Cowlitz County

COWLITZ COUNTY, WA – Environmental review for a proposed coal terminal near Longview is about to begin now that a scope of study has been initially set by Cowlitz County and the Washington State Department of Ecology (Ecology).

The information gathered during this phase, which includes analyses, detailed models and other unbiased information, will be used to complete a draft environmental impact statement (EIS) under the State Environmental Policy Act (SEPA). An EIS is prepared when a proposed project is likely to have significant adverse environmental impacts. The SEPA co-lead agencies are Cowlitz County and Ecology.

Millennium Bulk Terminals-Longview LLC proposes to build and operate a terminal to export coal from the site of the former Reynolds Aluminum smelter.

The purpose of an EIS is to provide a comprehensive look at impacts attributable to the proposal and measures that may be taken to offset such impacts. The draft EIS will study the standard list of topics identified in SEPA and will look at possible impacts to the natural and built environment. These topics are called "elements of the environment." Some issues to be studied touch on more than one SEPA element like possible impacts on health and the local community, and potential impacts from air pollutants (like greenhouse gases and diesel particulates) on Washington state.

The most detailed analysis will be done on probable impacts within Cowlitz County. The study also will review and evaluate probable impacts in other parts of Washington state. Outside the state, the study will include less-detailed discussion on probable impacts, including those related to rail and vessel traffic.

Additional details on the study phase are available on the officialEIS website. Click on the SEPA EIS tab to expand it and view this information.

"We heard a variety of concerns and questions during scoping, and now we are at the stage where we can move forward and gather information," said Elaine Placido, Cowlitz County Director of Building and Planning. "We listened to thousands of people – those who live near the proposed project site to those who live outside the county."

During scoping, Cowlitz County and Ecology solicited information on what should be studied in the EIS. A report summarizing and categorizing comments received during scoping is posted on the EIS website.

"We are committed to a thorough, fair and objective review," Placido said. "Just like everyone else, we want to move forward and do the necessary research and analyses – and produce a quality draft EIS for public review and comment. The completion of the draft EIS will be an important milestone."

After comments are considered and any revisions made, a final EIS will be issued. After that, the permitting process may begin.

"SEPA provides a look-before-you-leap approach," Sally Toteff, Ecology Southwest Region Director said. "What this means is that SEPA requires agencies be fully informed of and consider the environmental impacts a proposed action may have before making any decisions."

Governmental agencies have been using EISs to inform their decisions since SEPA was adopted in 1970. While EISs can provide a lot of information to support local and state agencies' permit decisions, an applicant may still be required to supply additional information to meet the requirements of a particular local, state or federal permit/approval.

While Cowlitz County and Ecology are overseeing this EIS under SEPA, the U.S. Army Corps of Engineers is developing an EIS under the federal National Environmental Policy Act. The three agencies are using a coordinated process to create the two separate EISs, including sharing aconsultant to help prepare the EISs and sharing an EIS website.

As the study phase continues, new information will be periodically posted online at www.millenniumbulkeiswa.gov. For updates on important public involvement milestones, such as when the draft EIS is released, people can sign up for the MillenniumEIS ListServ.

# # #

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For more information:

Official website for Millennium proposal scoping process (www.millenniumbulkeiswa.gov)

Ecology's Millennium website (www.ecy.wa.gov/geographic/millennium/index.html)

Cowlitz County (www.co.cowlitz.wa.us/Index.aspx?NID=1559)

U.S. Army Corps of Engineers, Seattle District (www.nws.usace.army.mil)

Ecology's social media (www.ecy.wa.gov/about/socialmedia.html)

The EIS being done by Cowlitz County and Ecology is separate from a cleanup being conducted at the site under the state's Model Toxics Control Act and from current operations on the site.

Information on the cleanup effort is available onEcology's Reynolds Metal cleanup website.

Information about current operations is available on Ecology's current operations website.

Copyright © Washington State Department of Ecology. See http://www.ecy.wa.gov/copyright.html.

Excerpts from Millennium Bulk Terminals-Longview EIS Website – Frequently Asked Questions (SEPA) -- Extracted 7 May 7th, 2014

Q. What will be included in the State Environmental Policy Act (SEPA) environmental impact statement (EIS) analysis?

A. An important purpose of an EIS is to provide the public and agencies with information about the effects of a proposal. The EIS entails an objective analysis of environmental impacts, reasonable alternatives, and mitigation measures that avoid or minimize adverse environmental impacts.

Cowlitz County and Ecology decided the environmental review will evaluate the standard SEPA elements of the environment (including earth, air, water, plants and animals, energy and natural resources, environmental health, land and shoreline use, transportation, and public services and utilities). These are defined under WAC 197-11-444.

The scoping direction being provided to third party contractors in February may change and evolve, based on information assembled in the course of the assessment; the scoping directive provides the starting point for environmental review.

Q. Will this SEPA EIS study the impacts of air pollutants like greenhouse gases?

A. Greenhouse gases are air pollutants and will be studied in the EIS. The EIS will contain an evaluation of impacts associated with the project from greenhouse gas emissions including those from terminal construction and operations, rail and vessel traffic, and end-use coal combustion.

The analysis does NOT include evaluating environmental impacts within any country importing the coal. A question the environmental impact statement will analyze is the amount of greenhouse gases attributable to the project. Greenhouse gases contribute to climate change which in turn can affect snow pack levels, ocean acidification and wildfire season in Washington.

Q. Will this SEPA EIS study rail transportation impacts?

A. Yes, Cowlitz County and Ecology view the increase of 16 train trips a day in and out of Cowlitz County as a potentially significant adverse impact.

The draft EIS will provide a detailed assessment of rail transportation impacts within Cowlitz County as well as a less detailed but still thorough evaluation of impacts elsewhere in Washington. A more general discussion of out-of-state rail impacts will also be included. The study will look from the mine site to the facility.

Q. Will this SEPA EIS study vessel transportation impacts?

A. Yes, Cowlitz County and Ecology view the increase of 140 ship transits a month in the Columbia River as a potentially significant adverse impact.

The draft EIS will provide a detailed assessment of cargo-ship impacts in the Columbia River, such as from air pollution or possible spills, with a more general discussion of impacts in open ocean waters.

Q. Will this SEPA EIS study human health impacts?

A. Potential environmental and human health impacts will be examined using a tiered approach. The most detailed analysis will occur in Cowlitz County. Probable impacts to human health will also be evaluated along the transportation routes in Washington.

Q. What overall geographic area will be studied in the SEPA EIS?

A. SEPA includes a specific section that directs lead agencies to look beyond their jurisdictional boundaries for environmental impacts that are probable as a result of the project -- because impacts don't stop at county or state borders. (WAC 197-11-060)

Cowlitz County and Ecology will use a tiered approach when looking at impacts associated with the project:

- **The most detailed analysis will be done on the probable impacts within Cowlitz County.**
- **The study will also analyze probable impacts in other locations in Washington. The level of analysis will be based on the likelihood and significance of a particular impact due to the proposal.**
- **Outside of the state, the study will include less detailed discussion on some impacts.**

Q. What types of probable impacts would be looked at in Washington State?

A. To determine if there are probable, significant, adverse environmental impacts Cowlitz County and Ecology need to complete the study phase of the EIS. The study phase will gather data and conduct analysis for the standard SEPA elements of the environment. The findings from the analyses will help identify the probable, significant, adverse environmental impacts that will be discussed in the EIS. Just because a topic is studied, does not mean the agencies have determined that there are probable impacts. During the process the agencies will gain the information needed to identify impacts. Examples of elements that will be studied in Washington State include rail transportation, vessel transportation, environmental health, and air pollutants such as diesel particulates, dust, and greenhouse gases.

Scope of Work: Attachment 4
NEPA and SEPA Environmental Resource Area Technical Reports
May 23, 2014

Resource Area Technical Report	NEPA	SEPA	Comments
Water (Ground, Surface, Floodplains, and Water Quality)	✓	✓	
Wetlands	✓	✓	• Information will be provided by the Corps/Applicant
Plants and Animals (Fish, Wildlife and Vegetation)	✓	✓	• Threatened and Endangered Species information will be provided by the Corps/Applicant
Hazardous Materials	✓	✓	
Earth (Geology and Soils)	✓	✓	
Land and Shoreline Use (including Housing and Parks and Recreation)	✓	✓	
Social and Community Effects (including Public Services and Environmental Justice)	✓	✓	
Aesthetics, Light, and Glare (Visual Quality)	✓	✓	• Study areas vary slightly, with some views considered as indirect impacts for the NEPA analysis
Historic and Cultural Resources	✓	✓	• Study area (SEPA) and the Area of Potential Effect (NEPA) may be different. Level and type of analysis may also differ
Tribal Fishing Practices/Treaty Rights	✓	✓	• Approach, content of analysis, and general coordination will differ
Air (Air Quality)	✓	✓	• For NEPA, per the Corps' Memorandum for Record, the study area encompasses a larger geographic area than SEPA
Coal Dust Exposure		✓	
Noise and Vibration	✓	✓	• For SEPA, the study area encompasses a larger geographic area. For NEPA, some of the impacts analyzed as a direct impact under SEPA will be considered as an indirect effect
Rail Transportation		✓	• For SEPA, the study area encompasses a larger geographic area
Rail Safety (train derailments and train/train accidents)		✓	• For SEPA, the study area encompasses a larger geographic area. For NEPA, the analysis is considered an indirect effect, and encompasses a small geographic area
Vehicle Transportation (vehicle delay and safety at at-grade crossings)		✓	• For SEPA, the study area encompasses a larger geographic area. For NEPA, the analysis is considered an indirect effect, and encompasses a small geographic area
Vessel Transportation		✓	• The analysis will be the same, but will be discussed under direct impacts for SEPA and indirect impacts for NEPA

Scope of Work: Attachment 4
NEPA and SEPA Environmental Resource Areas

Resource Area Technical Report	NEPA	SEPA	Comments
Greenhouse Gas Analysis		✓	
Climate Change		✓	
Energy and Natural Resources	✓	✓	
Environmental Health		✓	

COMPENSATION

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

OR

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

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

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

In no event shall Contractor be compensated in excess of Six Million Eight Hundred Ninety Six Thousand and Seven Dollars ($ 6,896,007.00) included as Attachments B-1, B-2, and B-3 (Attachment B-1 and B-2 to Contract No. BOCC 2013-2 as amended by the Third Amended Scope of Work included) and as included in Attachment B-3 hereto.

2. AND

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

OR

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

OR

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

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

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

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

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

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon thirty (30) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

    (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

    (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to real or tangible property including loss of use thereof, whether such injury to persons or damage to

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

    (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

    (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

    (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

    In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Cowlitz County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

    (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

30. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

31. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

32. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state and local statutes, ordinances and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

33. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

34. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

35. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

36. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

37. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

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

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

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

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

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

☒ 4. Other (specify)

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

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

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

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

SECOND AMENDED
EIS DEVELOPMENT and CONSULTANT FUNDING AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this 15th day of July, 2014, by and between COWLITZ COUNTY, a Washington municipal corporation (referred to herein as the "County") and MILLENNIUM BULK TERMINALS-LONGVIEW, LLC, a Delaware limited liability company (referred to herein as "MBTL") to provide for the reimbursement of cost incurred by the County including professional services provided by ICF International referred to herein as the Contractor) related to the environmental review of applications for a Shoreline Substantial Development Permit and a Shoreline Conditional Use Permit ("Application") for certain in-water work, above water work, and upland work related to a proposed MBTL coal export terminal project (the "Project") located at 4029 Industrial Way, Longview, WA (the "Property").

TERMS AND CONDITIONS

1. **Environmental Review of Project.**

   1.1 The project is subject to environmental review under the National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA), and at the time of filing its Applications with the County for the Project MBTL stipulated to the preparation and completion of an Environmental Impact Statement (EIS) under SEPA and NEPA.

   1.2 The County has entered into a memorandum of understanding with the United States Army Corps of engineers and the Washington Department of Ecology for conducting a NEPA/SEPA review as co-lead agencies that will result in separate EIS documents under NEPA and SEPA. The County is the nominal co-lead for the purposes of SEPA.

   1.3 Completion of the EISs will require technical services that are not available from County staff resources.

   1.4 The County and MBTL have agreed that ICF Jones & Stokes, Inc. (Contractor) will be the consultant preparing the EISs. The County and Contractor have entered into a Professional Services Agreement which provides that the County will pay Contractor for the professional services and costs associated with preparing the EISs. The Third Amendment to the County/Contractor Professional Services Agreement is attached as Exhibit A and incorporated by this reference. MBTL will reimburse the County for all Contractor fees and costs associated with the preparing the EISs consistent with the requirements of SEPA and NEPA that are invoiced to the County under the terms of the Professional Services Agreement.

   1.5 Upon receipt from ICF, the County shall disseminate to MBTL the weekly and monthly reports prepared by ICF that the County, unless the County determines that the release of such reports are prohibited by the Public Records Act. This Agreement shall not be deemed to be a public records request. Nothing herein limits MBTL in seeking disclosure of public records. .

2. **Reimbursement**.

2.1 The County will submit to MBTL invoices received each month from the Contractor for services rendered and costs incurred. MBTL agrees that the payment of an invoice shall be due to the County within thirty (30) days of receipt of an invoice by MBTL. It is understood that the amounts invoiced by the Contractor are in addition to any amounts for other planning services provided by the County and in addition to any generally applicable processing, impact, development, application, or other standard fees that may also be due to the County.

2.2 As security for the funding obligations, MBTL shall deposit the sum $100,000 for the exclusive payment of the Contractor's professional services and costs. MBTL under prior reimbursement agreements has already placed $100, 000.00 on deposit with the County. The County may retain the deposit for such purposes. The County shall hold the Deposit until termination of this Agreement. In the event that MBTL fails to pay any invoice within thirty (30) days of receipt of such invoice by MBTL, the County shall have the right to apply the Deposit as necessary to cure such default. The application of any funds from the Deposit shall be without prejudice to the exercise of any other remedy available to the County as a consequence of the default of MBTL. The Deposit may be held in a suspense account by the Cowlitz County Treasurer and may be commingled with funds of the County; provided, however, that in the event that the Deposit is commingled with funds of the County, the County shall have a separate account for the Deposit funds. Any interest or earnings on such Deposit shall accrue solely to the benefit of the County. Upon termination of this Agreement, in the event that MBTL has fully performed its reimbursement obligations hereunder, the Deposit, or the balance of the Deposit after any necessary application of such funds, shall be returned to MBTL within thirty (30) days. Upon request of MBTL, the County shall provide to MBTL an accounting report as to the amount of funds held by the County.

2.3 The EISs will be prepared consistent with the County's SEPA Ordinance, the SEPA Rules (WAC 197-11) and applicable NEPA regulations, including provisions in WAC 197-11-408 that allow the preparation of the EIS to begin during scoping. The goal of the County will be to complete the EISs on the project schedule established for Tasks 4-5 in Attachment A to the Professional Services Agreement (See Exhibit A), also referred to herein as the "Scope of Work" or "Contractor's Scope of Work". The Contractor's cost of Task 4 - 5 as set forth in the attached Scope of Work which includes all work necessary to complete a Draft Environmental Impact Statement is Four Million, Eight hundred and Seventy Thousand, Seven Hundred and Ninety Nine and 36/100 Dollars ($4,870,799.36). It is noted that Tasks 4-5 contemplate potential amendments to this sum to complete some of the sub-tasks in Tasks 4-5; however the forgoing sum and the Contractor's Cost shall not be increased except by a written amendment to this Reimbursement Agreement approved by MBTL. MBTL's obligation to reimburse the County for Contractor's cost above shall not exceed this amount.

2.4 MBTL will be notified if the projected cost for each phase of work set forth in the Attachment A Scope of Work and any changes to the projected cost or schedule as

the work progresses. The County shall not give a notice to proceed to the Contractor for any phase of the Scope of Work without MBTL's approval of the projected cost, Contractor's Scope of Work, and schedule. MBTL's obligation to reimburse the County for each phase in the Contractor's Scope of Work shall not exceed the projected cost as agreed to by MBTL. MBTL shall have the right to meet with the County to discuss the EIS process, methods, scope, projected cost, schedule and matters related to the preparation, development and issuance of an EIS. If MBTL objects to the projected cost, Contractor's Scope of Work and schedule, the County shall meet with MBTL to review MBTL's concerns and objections and make a good faith effort to resolve those concerns and objections with the Contractor consistent with SEPA and NEPA requirements. MBTL shall also have the right to seek mediation or other informal alternative dispute resolution in resolving any disagreement. If any such agreement does not lead to mutually satisfactory resolution, MBTL may elect to proceed with the termination of this Agreement in accordance with section 4.

2.5 At the discretion of the County, a meeting or conference call may be arranged with the County, MBTL and the Contractor to discuss changes, if any, to the Scope Work in Attachment A and any other issues related to completion of the Scope of Work.

3. **No Entitlements Granted**. Nothing in this Agreement shall provide MBTL with any right to secure approval of any legislative, quasi-judicial, administrative, or ministerial act or other entitlement. It is further acknowledged and agreed that in all matters pertinent to the Application, the Consultant shall act solely as consultant to the County and shall not act in any capacity as consultant to, representatives of, or agents of MBTL, unless expressly agreed to in writing by the County.

4. **Term**. This Agreement shall be in place until terminated by either party. Termination shall be effective upon receipt of a written notice of termination. MBTL shall be obligated for all third party consulting fees accruing prior to the effective date of termination of this Agreement. MBTL acknowledges that no public funding has been budgeted for County review and processing of the MBTL application in 2014. In the event MBTL terminates this agreement, the County will not continue to process the application or continue with the development of the EIS unless and until the County and MBTL agree to the selection of a new EIS consultant.

5. **Notices**. All notices, demands, requests, consents, and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Cowlitz County: Elaine Placido, Director
Cowlitz County Department of Building and Planning
207 N 4th Avenue
Kelso, WA 98626

MBTL: Bill Chapman, Chief Executive Officer
Millennium Bulk Terminals-Longview, LLC
4029 Industrial Way
Longview, WA 98632

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

6. **Amendment**. No modification, termination, or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

7. **Waiver**. No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

8. **Captions**. The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

9. **Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10. **Additional Acts**. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by any party hereto, the parties hereto agree to perform, execute, and/or deliver, or cause to be performed, executed, and/or delivered, any and all such further acts, deeds, and assurances, which may reasonably be required to effect the Agreement contemplated herein.

11. **Neutral Authorship**. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

12. **Governing Law**. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that in any such action venue shall lie exclusively in Cowlitz County, Washington.

13. **Time of Performance**. Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

14. **Entire Agreement**. The entire agreement between the parties hereto is contained in this Agreement and the exhibit attached hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

15. **Termination of Prior Agreements**. All prior reimbursement agreements shall be terminated as of the effective date of this Agreement; provided, however, that should there be any outstanding payments due to the County arising from such prior reimbursement agreements, those obligations and provisions related to such payments shall remain in effect until paid in full after resolution of any fee disputes, if any should arise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COWLITZ COUNTY

By: Michael A. Karnofski, Chairman
Cowlitz County Board of Commission

MILLENNIUM BULK TERMINALS-LONGVIEW, LLC

By: Bill Chapman
Chief Executive Officer

Attest:

By: Tiffany Ostreim 7-15-14
Title: Clerk of the Board

Amendment 3: Cost Estimate for Millennium Bulk Terminals-Longview - NEPA and SEPA EISs

	Consulting Staff											Subcontractor-Totals (See Attachments for Details)							Production Staff							
Task / Labor Classification	Sr Proj Dir	Proj Dir	Tech Dir	Sr Tech Analyst	Mng Consult	Sr Consult III	Sr Consult II	Sr Consult I	Assoc Consult III	Assoc Consult II	Assoc Consult I	Subtotal	Berger/ABAM	Confluence Environmental	DKS Associates	Hellerwork	Rodinia	Wilson Ihrig & Associates	Subtotal	Cooper L Editor	Lindstrom K Support Editor	Crosbie L Invoicing	Harmon J Admin Tech	Subtotal	Labor Total	Direct Expenses	Total Price
Task 1. Contract Management												$0							$0					$0	$0		
1.1 Project Management and Communications Plan	4	4				12	24	40				$14,600							$0		12			$1,380	$15,980		
1.2 Meetings with Agencies and MBTL	24	172				100		100				$85,200	$5,515.20	$4,440	$2,600	$1,500	$680	$1,600	$16,335					$0	$101,535		
1.3 Kick Off Meeting	8	56	24	8	8	40		40	4	4	8	$41,360	$4,309.56	$1,480	$960	$1,500	$680	$800	$9,730					$0	$51,090		
1.4 Project Schedule and Deadlines for Deliverables	8	64				8	100	12				$38,480							$0					$0	$38,480		
1.5 Quality Assurance/Quality Control	100	104			24	40	24					$71,620							$0					$0	$71,620		
1.6 Records/Administrative Records Management	4	12				24	40	160				$40,160							$0				40	$4,600	$44,760		
1.7 Invoicing and Progress Reports	8	128				40		120				$61,120	$5,769.36	$2,910	$3,540	$2,700	$1,800	$3,600	$20,319			100		$7,000	$88,439		
1.8 Project Management and Coordination	40	332				236	36	212				$179,700	$12,634.08	$7,400	$2,170			$2,000	$24,204	24	24	40		$10,600	$214,504		
1.9 Template and Style Sheets		8				40	68	12				$22,720							$0	40	40		40	$17,600	$40,320		
Task 2. Public Outreach												$0							$0					$0	$0		
2.1 Public Involvement Plan	4	4				60		24				$17,280	$11,169.48						$11,169		16			$1,840	$30,289		
2.2 Project Website		8				24		48				$14,040	$13,360.08						$13,360					$0	$27,400		
2.3 Scoping and DEIS Comment Period Meetings		4				8					8	$3,460							$0					$0	$3,460		
2.4 Agency and Tribal Consultation	8	60				60	24	60				$42,240		$4,440					$4,440					$0	$46,680		
2.5 Comment Management	4	8				8					16	$6,540							$0					$0	$6,540		
2.6 Scoping Report												$0							$0					$0	$0		
2.7 General Media Communications Support		4				12		80				$15,700							$0					$0	$15,700		
Task 3. Project Refinement												$0							$0					$0	$0		
3.1 Evaluation of Data Resources to Describe Existing Conditions												$0							$0					$0	$0		
3.2 Wetlands and Upland Vegetation												$0							$0					$0	$0		
3.3 Aquatic Habitat and Species												$0							$0					$0	$0		
3.4 Near Shore Benthic Biota												$0							$0					$0	$0		
3.5 Threatened and Endangered Species/ESA Section 7												$0							$0					$0	$0		
3.6 Terrestrial Wildlife												$0							$0					$0	$0		
3.7 Hydrology												$0							$0					$0	$0		
3.8 Water Quality												$0							$0					$0	$0		
3.9 Geology and Soils												$0							$0					$0	$0		
3.10 Hazardous Materials												$0							$0					$0	$0		
3.11 Socioeconomic/Environmental Justice												$0							$0					$0	$0		
3.12 Land Use/Parks and Recreation												$0							$0					$0	$0		
3.13 Aesthetics, Light and Glare												$0							$0					$0	$0		
3.14 Cultural Resources (including Tribal Fishing Rights)												$0							$0					$0	$0		
Task 4. Technical Analyses and Reports												$0							$0					$0	$0		
4.1 Level and Type of Analysis	12	64	32			56	40				48	$49,860	$7,338.24	$4,440	$1,880	$1,500	$680	$1,600	$17,438					$0	$67,298		
4.2 Preparation of SEPA and NEPA Technical Reports		304	120	120	120	640	640	200	80	120		$442,320	$48,438.56	$22,200	$11,100	$12,750	$7,700	$23,000	$125,189	120	450		250	$105,700	$673,209		
4.3 Water (Ground, Surface, Floodplains, and Water Quality)		40		40		32			240	200		$84,880		$22,200					$22,200					$0	$107,080		
4.4 Wetlands		40			80	32						$33,080		$22,200					$22,200					$0	$55,280		
4.5 Plants and Animals (Fish, Wildlife and Vegetation)		40			80	232	500	200				$184,580		$22,200					$22,200					$0	$206,780		
4.6 Hazardous Materials		16		160		24				300		$83,640							$0					$0	$83,640		
4.7 Earth (Soils and Geology)		16		24		324						$71,040							$0					$0	$71,040		
4.8 Land and Shoreline Use (including Housing and Parks and Recreation)		8				16	40					$11,680	$61,666.20						$61,666					$0	$73,346		
4.9 Social and Community Effects (including Public Services, Utilities, and EJ)		16				16	300					$56,620							$0					$0	$56,620		
4.10 Aesthetics, Light, and Glare (Visual Quality)		8				16	40					$11,680	$47,018.40						$47,018					$0	$58,698		
4.11 Historic and Cultural Resources		24				288	280					$107,040							$0					$0	$107,040		
4.12 Tribal Fishing Practices/Treaty Rights		24				264	40					$62,880							$0					$0	$62,880		
4.13 Air (Air Quality)		16	200	200		16						$98,120							$0					$0	$98,120		
4.14 Coal Dust Exposure		80			24	24						$30,000		$2,220					$2,220					$0	$32,220		
4.15 Noise and Vibration		16	60			24						$22,440		$2,220				$76,400	$78,620					$0	$101,060		
4.16 Rail Transportation		56				16						$17,320				$45,000			$45,000					$0	$62,320		
4.17 Rail Safety		56	300			16						$86,320				$6,000			$6,000					$0	$92,320		
4.18 Vehicle Transportation		56				16						$17,320			$16,470				$16,470					$0	$33,790		
4.19 Vessel Transportation		80				16						$23,440					$57,800		$57,800					$0	$81,240		
4.20 Greenhouse Gas Analysis	96	56				64					80	$63,000							$0					$0	$63,000		
4.21 Climate Change	72	56				24					80	$48,560							$0					$0	$48,560		
4.22 Energy and Natural Resources	72	56				24	32				80	$53,840							$0					$0	$53,840		
4.23 Environmental Health	24	56	12	24		24					80	$43,040							$0					$0	$43,040		
4.24 Cumulative Impacts Analysis	20	32				32	24	8			16	$26,980		$4,440					$4,440					$0	$31,420		
Task 5. Draft NEPA and SEPA EISs												$0							$0					$0	$0		
5.1 SEPA Proposed Action/NEPA Purpose and Need		40				40	40	40				$30,600							$0	16	40		24	$10,720	$41,320		
5.2 NEPA and SEPA Alternatives Development	16	168				120	400	200				$172,300		$4,440					$4,440	16	40		24	$10,720	$187,460		
5.3 Preparation of Administrative NEPA and SEPA Draft EISs	128	380	80	40	60	420	740	700			340	$522,880	$6,715.20	$7,400	$2,760	$6,000	$5,120	$4,000	$31,995	100	640		240	$122,200	$677,075		
5.4 Preparation of NEPA and SEPA Draft EISs	80	376	56	32	40	384	400	481			184	$381,835	$6,715.20	$7,400	$2,760	$6,000	$5,120	$4,000	$31,995	100	500		200	$101,500	$515,330		
5.5 Print and Distribution of Draft NEPA and SEPA EISs		4				32		72				$18,260							$0	16	16		80	$14,400	$32,660		
Total hours	732	3,172	884	648	436	3,944	3,832	2,809	324	624	940									432	1,778	140	898				
ICF E&P 2014 Billing Rates	$285	$255	$230	$225	$210	$190	$185	$155	$140	$130	$115									$210	$115	$70	$115				
Subtotals	$208,620	$808,860	$203,320	$145,800	$91,560	$749,360	$632,280	$435,395	$45,360	$81,120	$108,100	$3,509,775	$230,650	$142,030	$44,240	$82,950	$79,580	$117,000	$696,450	$90,720	$204,470	$9,800	$103,270	$408,260	$4,614,485		
Direct Expenses																											
500.00 Subcontractor																										$24,200	
521.00 Meals, and Lodging																										$26,000	
522.00 Airfares																										$20,000	
523.01 Computer/Faxes																										$5,000	
523.02 Reproductions																										$30,000	
523.03 Equipment Rental																										$10,000	
523.04 Postage and Delivery																										$5,000	
523.05 Travel, Auto, incld. Mileage at current IRS rate (.56/mile)																										$31,500	
523.06 GIS/CAD/MAC																										$10,000	
523.07 Surveys and Reports																										$2,000	
523.09 Project Supplies																										$1,000	
529.00 Other Reimbursable Expenses																										$5,000	
Mark up on all non-labor costs and subcontractors	10%																									$86,615	
Direct expense subtotal																										$256,315	
Total price																											$4,870,800

SubContractor: BergerABAM

Labor Rate ($/hr):	$228		$156		$265		$157		$149		$107		$113		$78		$91		$91		$101	
Personnel Title:	Strategic Advisor		Project Manager		Senior Public Involvement Specialist		Aesthetics Team Lead		Land Use Team Lead		Aesthetics and Visual		Aesthetics and GIS		Land Use Planning		Land Use Planning		Pubic Involement		Graphics and Web Design	
	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost
Subtask 1.2 Meetings with Agencies	16	$3,646	12	$1,869		$0		$0		$0		$0	0	$0	0	$0	0	$0	0	$0	0	$0
Subtask 1.3 Kickoff Meetings	4	$912	4	$623		$0	4	$629	4	$594	4	$427	4	$450	4	$312	4	$363	0	$0	0	$0
Subtask 1.7 Invoicing and Progress Reports	4	$912	12	$1,869		$0		$0		$0		$0	0	$0		$0		$0	0	$0	0	$0
Subtask 1.8 Project Management and Coordina	12	$2,735	40	$6,230		$0	12	$1,886	12	$1,783		$0		$0		$0		$0		$0		$0
Subtask 2.1 Public Involvement Plan		$0	8	$1,246	10	$2,654		$0		$0		$0		$0		$0		$0	80	$7,270		$0
Subtask 2.2 Project Website		$0	8	$1,246		$0		$0		$0		$0		$0		$0		$0		$0	120	$12,114
Subtask 4.1 Level and Type of Analysis	24	$5,469	12	$1,869		$0		$0		$0		$0		$0		$0		$0		$0		$0
Subtask 4.2 Preparation of Technical Reports	40	$9,115	16	$2,492		$0	40	$6,288	40	$5,942	40	$4,270	60	$6,750	24	$1,869	24	$2,181		$0		$0
Subtask 4.8 Land and Shoreline Use		$0	120	$18,691		$0	24	$3,773	120	$17,827		$0	40	$4,500	100	$7,788	100	$9,087		$0		$0
Subtask 4.10 Aesthetics, Light, and Glare		$0	40	$6,230		$0	120	$18,864		$0	100	$10,674	100	$11,250		$0		$0		$0		$0
Subtask 5.3 Preparation of ADEIS	24	$5,469	8	$1,246		$0		$0		$0		$0		$0		$0		$0		$0		$0
Subtask 5.4 Preparation of DEIS	24	$5,469	8	$1,246		$0		$0		$0		$0		$0		$0		$0		$0		$0
	148		288		10		200		176		144		204		128		128		80		120	
		$33,726		$44,859		$2,654		$31,440		$26,147		$15,371		$22,950		$9,969		$11,631		$7,270		$12,114

Expenses Itemization	Amount
Transporation	$1,500.00
Lodging	$500.00
Meals	$500.00
Equipment	$0.00
Reproduction	$150.00
Graphics	$1,000.00
Postage	$150.00
Miscellaneous	$200.00
Total	**$4,000.00**

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SubContractor: BergerABAM

Labor Rate ($/hr):	$101		$69		$125			
Personnel Title:	Senior Technical Editor		Word Processing		Senior Administrative Assistant		Total Subconsultant Hours	Subtotal Subconsultant Labor
	hours	cost	hours	cost	hours	cost		
Subtask 1.2 Meetings with Agencies	0	$0	0	$0	0	$0	28	$ 5,515.20
Subtask 1.3 Kickoff Meetings		$0	0	$0	0	$0	32	$ 4,309.56
Subtask 1.7 Invoicing and Progress Reports		$0	0	$0	24	$2,989	40	$ 5,769.36
Subtask 1.8 Project Management and Coordina		$0		$0		$0	76	$ 12,634.08
Subtask 2.1 Public Involvement Plan		$0		$0		$0	98	$ 11,169.48
Subtask 2.2 Project Website		$0		$0		$0	128	$ 13,360.08
Subtask 4.1 Level and Type of Analysis		$0		$0		$0	36	$ 7,338.24
Subtask 4.2 Preparation of Technical Reports	40	$4,040	80	$5,491		$0	404	$ 48,438.56
Subtask 4.8 Land and Shoreline Use		$0		$0		$0	504	$ 61,666.20
Subtask 4.10 Aesthetics, Light, and Glare		$0		$0		$0	360	$ 47,018.40
Subtask 5.3 Preparation of ADEIS		$0		$0		$0	32	$ 6,715.20
Subtask 5.4 Preparation of DEIS		$0		$0		$0	32	$ 6,715.20
	40		80		24			
		$4,040		$5,491		$2,989	**Subtotal =**	**$ 230,649.56**
							Expenses =	**$4,000.00**
							TOTAL =	**$ 234,649.56**

Expenses Itemization
Transporation
Lodging
Meals
Equipment
Reproduction
Graphics
Postage
Miscellaneous
Total

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SubContractor: Confluence

Labor Rate ($/hr):	$185		$75													
Personnel Title:	Chris Cziesla		Administrative		Job Title C		Job Title D		Job Title E		Job Title F		Job Title G		Total Subconsultant Hours	Subtotal SubContractor Labor
	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost		
Subtask 1.2 Meetings with Agencies	24	$4,440	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	24	$ 4,440.00
Subtask 1.3 Kickoff Meetings	8	$1,480	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	8	$ 1,480.00
Subtask 1.7 Invoicing and Progress Reports	6	$1,110	24	$1,800	0	$0	0	$0	0	$0	0	$0	0	$0	30	$ 2,910.00
Subtask 1.8 Project Management and Coordina	40	$7,400	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	40	$ 7,400.00
Subtask 2.4 Agency and Tribal Consultation	24	$4,440	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	24	$ 4,440.00
Subtask 4.1 Level and Type of Analysis	24	$4,440	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	24	$ 4,440.00
Subtask 4.2 Preparation of Technical Reports	120	$22,200	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	120	$ 22,200.00
Subtask 4.3 Water	120	$22,200	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	120	$ 22,200.00
Subtask 4.4 Wetlands	120	$22,200	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	120	$ 22,200.00
Subtask 4.5 Plants and Animals	120	$22,200	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	120	$ 22,200.00
Subtask 4.14 Coal Dust Exposure	12	$2,220													12	$ 2,220.00
Subtask 4.15 Noise and Vibration	12	$2,220													12	$ 2,220.00
Subtask 4.24 Cumulative Impacts Analysis	24	$4,440													24	$ 4,440.00
Subtask 5.2 NEPA/SEPA Alternatives Developr	24	$4,440													24	$ 4,440.00
Subtask 5.3 Preparation of ADEIS	40	$7,400	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	40	$ 7,400.00
Subtask 5.4 Preparation of DEIS	40	$7,400	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	40	$ 7,400.00
															782	
		$140,230		$1,800		$0		$0		$0		$0		$0	**Subtotal =**	**$ 142,030.00**
															Expenses =	**$3,150.00**
															TOTAL =	**$ 145,180.00**

Expenses Itemization	Amount
Transporation	$1,500.00
Lodging	$600.00
Meals	$300.00
Equipment	$0.00
Reproduction	$150.00
Graphics	$0.00
Postage	$100.00
Miscellaneous	$500.00
Total	**$3,150.00**

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SubContractor: DKS Associates

Labor Rate ($/hr):	$180		$145		$95		$90		$75						Total Subconsultant Hours	Subtotal Subconsultant Labor
Personnel Title:	Principal in Charge		PM/Transportation Engineer		Transporation Engineer/Planner		Graphic Designer/CAD		Administrative		Job Title F		Job Title G			
	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost		
Subtask 1.2 Meetings with Agencies	8	$1,440	8	$1,160	0	$0	0	$0	0	$0	0	$0	0	$0	16	$ 2,600.00
Subtask 1.3 Kickoff Meetings		$0	4	$580	4	$380	0	$0	0	$0	0	$0	0	$0	8	$ 960.00
Subtask 1.7 Invoicing and Progress Reports		$0	12	$1,740	0	$0	0	$0	24	$1,800	0	$0	0	$0	36	$ 3,540.00
Subtask 1.8 Project Management and Coordina	4	$720	10	$1,450	0	$0	0	$0	0	$0	0	$0	0	$0	14	$ 2,170.00
Subtask 4.1 Level and Type of Analysis	4	$720	8	$1,160	0	$0	0	$0	0	$0	0	$0	0	$0	12	$ 1,880.00
Subtask 4.2 Preparation of Technical Reports	2	$360	12	$1,740	60	$5,700	20	$1,800	20	$1,500	0	$0	0	$0	114	$ 11,100.00
Subtask 4.18 Vehicle Transportation	4	$720	30	$4,350	120	$11,400	0	$0	0	$0	0	$0	0	$0	154	$ 16,470.00
Subtask 5.3 Preparation of ADEIS		$0	10	$1,450	10	$950	4	$360	0	$0	0	$0	0	$0	24	$ 2,760.00
Subtask 5.4 Preparation of DEIS		$0	10	$1,450	10	$950	4	$360	0	$0	0	$0	0	$0	24	$ 2,760.00
															402	
		$3,960		$15,080		$19,380		$2,520		$3,300		$0		$0	**Subtotal =**	**$ 44,240.00**
															Expenses =	**$4,300.00**
															TOTAL =	**$ 48,540.00**

Expenses Itemization	**Amount**
Transporation	$1,000.00
Lodging	$0.00
Meals	$0.00
Equipment	$3,000.00
Reproduction	$100.00
Graphics	$100.00
Postage	$100.00
Miscellaneous	$0.00
Total	**$4,300.00**

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SubContractor: Hellerworx

Labor Rate ($/hr):	$375		$225												Total Subconsultant Hours	Subtotal Subconsultant Labor
Personnel Title:	Jamie Heller		John Schmitter		Job Title C		Job Title D		Job Title E		Job Title F		Job Title G			
	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost		
Subtask 1.2 Meetings with Agencies	4	$1,500	0	$0	0	$0	0	$0	0	$0	0	$0		$0	4	$ 1,500.00
Subtask 1.3 Kickoff Meetings	4	$1,500	0	$0	0	$0	0	$0	0	$0	0	$0		$0	4	$ 1,500.00
Subtask 1.7 Invoicing and Progress Repor	0	$0	12	$2,700	0	$0	0	$0	0	$0	0	$0		$0	12	$ 2,700.00
Subtask 4.1 Level and Type of Analysis	4	$1,500	0	$0	0	$0	0	$0	0	$0	0	$0		$0	4	$ 1,500.00
Subtask 4.2 Preparation of Technical Repo	10	$3,750	40	$9,000	0	$0	0	$0	0	$0	0	$0		$0	50	$ 12,750.00
Subtask 4.16 Rail Transportation	60	$22,500	100	$22,500	0	$0	0	$0	0	$0	0	$0		$0	160	$ 45,000.00
Subtask 4.17 Rail Safety	10	$3,750	10	$2,250	0	$0	0	$0	0	$0	0	$0		$0	20	$ 6,000.00
Subtask 5.3 Prepare ADEIS	16	$6,000	0	$0	0	$0	0	$0	0	$0	0	$0		$0	16	$ 6,000.00
Subtask 5.4 Prepare Draft EIS	16	$6,000	0	$0	0	$0	0	$0	0	$0	0	$0		$0	16	$ 6,000.00
															286	
		$46,500		$36,450		$0		$0		$0		$0		$0		

Expenses Itemization	Amount
Lodging	$0.00
Mileage	$0.00
Rental Car	$0.00
Meals	$0.00
Equipment	$0.00
Reproduction	$250.00
Graphics	$250.00
Postage	$250.00
Total	**$750.00**

Subtotal =	**$ 82,950.00**
Expenses	**$750.00**
TOTAL =	**$ 83,700.00**

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SubContractor: Rodino

Labor Rate ($/hr):	$170		$150												Total Subconsultant Hours	Subtotal Subconsultant Labor
Personnel Title:	Tom Rodino		Larry Daggett		Job Title C		Job Title D		Job Title E		Job Title F		Job Title G			
	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost		
Subtask 1.2 Meetings with Agencies	4	$680	0	$0	0	$0	0	$0	0	$0	0	$0		$0	4	$ 680.00
Subtask 1.3 Kickoff Meetings	4	$680	0	$0	0	$0	0	$0	0	$0	0	$0		$0	4	$ 680.00
Subtask 1.7 Invoicing and Progress Report	0	$0	12	$1,800	0	$0	0	$0	0	$0	0	$0		$0	12	$ 1,800.00
Subtask 4.1 Level and Type of Analysis	4	$680	0	$0	0	$0	0	$0	0	$0	0	$0		$0	4	$ 680.00
Subtask 4.2 Preparation of Technical Repo	10	$1,700	40	$6,000	0	$0	0	$0	0	$0	0	$0		$0	50	$ 7,700.00
Subtask 4.19 Vessel Transportation	280	$47,600	68	$10,200	0	$0	0	$0	0	$0	0	$0		$0	348	$ 57,800.00
Subtask 5.3 Prepare ADEIS	16	$2,720	16	$2,400	0	$0	0	$0	0	$0	0	$0		$0	32	$5,120.00
Subtask 5.4 Prepare Draft EIS	16	$2,720	16	$2,400	0	$0	0	$0	0	$0	0	$0		$0	32	$5,120.00
															486	
		$56,780		$22,800		$0		$0		$0		$0		$0	**Subtotal =**	**$ 79,580.00**
															Expenses =	**$7,500.00**
															TOTAL =	**$ 87,080.00**

Expenses Itemization	**Amount**
Transporation	$5,000.00
Lodging	$1,500.00
Meals	$1,000.00
Equipment	$0.00
Reproduction	$0.00
Graphics	$0.00
Postage	$0.00
Miscellaneous	$0.00
Total	**$7,500.00**

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SubContractor: Wilson Ihrig & Associates

Labor Rate ($/hr):	$300		$200		$170		$145		$110		$75					
Personnel Title:	Senior Principal		Associate Principal		Senior Associate		Associate		Senior Technician		Administrative Assistant		Job Title G		Total Subconsultant Hours	Subtotal Subconsultant Labor
	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost		
Subtask 1.2 Meetings with Agencies		$0	8	$1,600		$0		$0		$0	0	$0	0	$0	8	$1,600
Subtask 1.3 Kickoff Meetings		$0	4	$800		$0		$0		$0	0	$0	0	$0	4	$800
Subtask 1.7 Invoicing and Progress Reports		$0	12	$2,400		$0		$0		$0	16	$1,200	0	$0	28	$3,600
Subtask 1.8 Project Management and Coordination		$0	10	$2,000		$0		$0		$0		$0		$0	10	$2,000
Subtask 4.1 Level and Type of Analysis		$0	8	$1,600		$0		$0		$0		$0		$0	8	$1,600
Subtask 4.2 Preparation of Technical Reports	4	$1,200	40	$8,000	40	$6,800	40	$5,800		$0	16	$1,200		$0	140	$23,000
Subtask 4.15 Noise and Vibration		$0	120	$24,000	180	$30,600	120	$17,400	40	$4,400		$0		$0	460	$76,400
Subtask 5.3 Preparation of ADEIS		$0	20	$4,000		$0		$0		$0		$0		$0	20	$4,000
Subtask 5.4 Preparation of DEIS		$0	20	$4,000		$0		$0		$0		$0		$0	20	$4,000
															698	
		$1,200		$48,400		$37,400		$23,200		$4,400		$2,400		$0	**Subtotal =**	**$ 117,000.00**
															Expenses =	**$4,500.00**
															TOTAL =	**$ 121,500.00**

Expenses Itemization	**Amount**
Transporation	$2,000.00
Lodging	$500.00
Meals	$500.00
Equipment	$1,000.00
Reproduction	$100.00
Graphics	$100.00
Postage	$100.00
Miscellaneous	$200.00
Total	**$4,500.00**

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