

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Raney Planning & Management, Inc.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Preparation of an Environmental Impact Report (EIR19-0001) and Contract Planning Services for the Idaho-Maryland Mine – Rise Grass Valley Project on behalf of Rise Grass Valley, Inc.**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$381,194.00
 (§3) **Contract Beginning Date:** 5/1/2020 **Contract Termination Date:** 5/1/2022
 (§4) **Liquidated Damages:** No

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$1,000,000)	<u>X</u>	<u> </u>
(§7) Automobile Liability	(\$ 300,000) Personal Auto	<u> </u>	<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>X</u>
(§8) Worker's Compensation		<u>X</u>	<u> </u>
(§9) Errors and Omissions	(\$1,000,000)	<u>X</u>	<u> </u>

LICENSES

Designate all required licenses:

(§14) None

NOTICE & IDENTIFICATION

(§26) **Contractor:** Raney Planning & Management, Inc.
 1501 Sports Drive, Suite A
 Sacramento, CA 95834

County of Nevada: 950 Maidu Avenue
 Nevada City, California 95959

Contact Person: Cindy Gnos (916) 372-6100
 e-mail: cindygnos@raneymanagement.com

Contact Person: Matt Kelley (530) 265-1423
 e-mail: Matt.Kelley@co.nevada.ca.us
 Org Code: 1123-20708-325-8000

Contractor is a: (check all that apply)

Corporation:	<u>X</u> Calif.,	<u> </u> Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Individ.,	<u> </u> DbA,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes No
HIPAA: Schedule of Required Provisions (Exhibit D): Yes No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Compensation and Delivery (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>X</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof, except for issues out of the Contractor's control, example, weather, delay in meetings, additional requests. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant

prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

Raney Planning & Management, INC.

CONTRACTOR:

Name: Tim Raney
Title: President

Dated: _____

COUNTY OF NEVADA:

Honorable Heidi Hall
Chair, Board of Supervisors

Dated: _____

Attest: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

III. Technical Scope of Services

The following technical scope of services identifies each task in the preparation of the necessary documents and includes all the work products associated with each task. Raney anticipates that the scope of services will be further refined in consultation with Nevada County as the CEQA lead agency for the project.

Task 1 Project Initiation

The objective of this task is to coordinate with County staff and the project team to confirm assumptions regarding the proposed project and scope of work for the proposed project, including responsible agencies and entitlements. Senior Vice President Cindy Gnos, AICP, will serve as the Project Director, and Division Manager, Rod Stinson, will serve as the Project Manager.

Raney will complete the following deliverables:

- Participate in a kick-off meeting with County staff to review project schedule/milestones;
- Review existing documentation for the project and identify key issues;
- Confirm responsible agencies and entitlements, permits, and approvals;
- Identify the role that each will play during the effort as well as a summary of meetings and products;
- Perform a site visit; and
- Refine the scope with any revisions for the County to approve.

Tasks 2.1-2.3 Planning and Project Management Services

The tasks below outline Raney's scope of work relating to planning and project management services. Throughout the planning and environmental process, Raney will coordinate extensively with County planning staff, the applicant, and pertinent local and State agencies, throughout the CEQA review process. As previously noted, Raney will serve as an extension of the County planning staff and will assist the County in any way necessary to facilitate the planning and CEQA process.

Task 2.1 Agency Coordination

The objective of this task is to coordinate with pertinent local, State, and federal agencies, early in the environmental and planning review process to ensure that all applicable requirements are met for the necessary project permits and approvals. Raney will work with appropriate departments and agencies throughout processing of the project and the associated environmental document to ensure the project meets standards, has appropriate permits and has been reviewed and/or approved by the appropriate agencies and/or district.

Raney anticipates coordinating with applicable agencies as necessary throughout the environmental and planning review process, including but not limited to the Department of Mine Reclamation (SMARA), Mine Safety and Health Administration, Department of Toxic Substances Control (DTSC), Regional Water Quality Control Board (RWQCB), NSAQMD, Nevada County Department of Transportation, Nevada County Department of Health (DEH), Caltrans, U.S. and California Fish and Wildlife, Nevada County Fire Marshal and Consolidated Fire District, the Department of Conservation, and the City of Grass Valley.

Given the passage of AB 52, and the associated amendments to Public Resources Code 21080.3.1, lead agencies are required to consult with Native American tribes early in the CEQA process. If the County has received any letters from tribes requesting notice pursuant to AB 52/PRC 21080.3.1, Raney will notify the tribes in writing of the proposed project within 14 days from the start of the CEQA process. Raney will handle all requirements and formal consultation pursuant to AB 52.

Raney will complete the following deliverables:

- Coordinate with applicable departments and agencies, such as County agencies, state agencies, federal agencies, and special districts, as necessary, throughout the process; and
- Handle tribal consultation pursuant to AB 52/Public Resources Does 21080.3.1 on behalf of the County, if necessary.

Task 2.2 Public Outreach

The objective of this task is to coordinate with the County to inform the public and receive community feedback about the proposed project. Raney will serve as liaison between the County and the public and will respond to all public inquiries about the project throughout the planning and environmental process. In addition, as outlined in *Task 3.2 Prepare Notice of Preparation*, Raney will prepare/distribute a Notice of Preparation (NOP) for public review and attend a public scoping workshop to solicit the public's input on the content of the EIR. Raney will coordinate with the County to determine the level of public outreach necessary for the project. As outlined in *Task 4 Project Management, Meetings, and Hearings*, Raney will attend up to eight public meetings and/or hearings, including potential town-hall style informational meetings with Raney serving as the Contract Planner for the project.

Raney will complete the following deliverables:

- Prepare any necessary County correspondence, coordinate with the public, and responding to public inquiries; and
- Attend up to eight public meetings and/or hearings, including Planning Commission and/or Board of Supervisors hearings, as well as potential town-hall style informational meetings with Raney serving as the Contract Planner for the project, as outlined in *Task 4 Project Management, Meetings, and Hearings*.

Task 2.3 Prepare Staff Reports

The objective of this task is to prepare staff reports which contain the analysis and determination of the project's consistency with the Zoning Ordinance requirements and Development Standards in accordance the County procedures and format. The staff reports will contain appropriate conditions of approval to ensure consistency with County ordinance standards as well as any other applicable state, federal, or special district requirements, as well as any necessary resolutions, and ordinances. The staff reports will include a description of the proposed project, summary of the process to date, and present the required Findings of Fact from review of the entitlements and environmental document. The findings will summarize the proposed project's consistency with applicable County plans and policies, including the Nevada County General Plan, Land Use and Development Code, and Zoning Regulations. Finally, the staff reports will include recommendations to Planning Commission and the Board of Supervisors. Raney will present the staff reports and recommendations at the Planning Commission hearing and Board of Supervisors hearing, including ordinances and resolutions. It should be noted that the number of copies will be determined as the project and process develops.

Raney will complete the following deliverables:

- Prepare staff reports in the standard County format that contain all required findings, conditions of approval, ordinances, and resolutions;
- Submit copies of the draft Planning Commission and Board of Supervisors staff reports for County review and comments;
- Revise the draft Planning Commission and Board of Supervisors staff reports based on County comments; and
- Submit copies of the final Planning Commission and final Board of Supervisors staff reports for the Planning Commission and Board of Supervisors hearings;
- Present the staff reports and recommendations at the Planning Commission and Board of Supervisors hearings.

Tasks 3.1-3.10 Environmental Services

The tasks below outline Raney’s scope of work relating to environmental services. As outlined in the approach, Raney proposes to prepare a project-level EIR to analyze the potential environmental effects associated with the Idaho-Maryland Mine project. Raney intends to work closely with the County and the project team throughout the development and processing of the EIR. The expectation of Raney is that we will provide environmental services to the County, and will make ourselves available to assist the County in any way necessary to facilitate the process.

Task 3.1 Project Description

The objective of this task is to prepare a draft project description in consultation with County staff and the project applicant team. Based on Raney’s extensive CEQA experience, completing a draft of the project description during the project initiation phase greatly reduces the potential for project-related issues throughout the preparation of the environmental documents. It should be noted that Raney will rely on the existing, detailed Project Description prepared by the applicant and will build upon it when drafting the project description.

The project description will include a detailed project location, background, and history of the project (including past ownership and land uses); intended uses of the proposed project; existing environmental setting; description of on and off-site infrastructure necessary to serve the project; discretionary actions; project characteristics; important project features; project objectives; phasing; agreements; and permits and entitlement approvals that are required for the project based on available information. In addition, the project description will identify all responsible agencies, as confirmed during the project initiation meeting outlined in *Task 1*. Raney anticipates the responsible agencies may include the Department of Mine Reclamation (SMARA), Mine Safety and Health Administration, DTSC, RWQCB, NSAQMD, Nevada County Department of Transportation, DEH, Caltrans U.S. and California Fish and Wildlife, Nevada County Fire Marshal and Consolidated Fire District, Department of Conservation, and the City of Grass Valley.

Raney will complete the following deliverables:

- Submit one electronic copy of the draft project description to the County for review and comment; and
- Submit one electronic copy of the final project description to the County prior to incorporation into the EIR.

Task 3.2 Prepare Notice of Preparation

The objective of this task is to prepare/distribute a Notice of Preparation (NOP) for public review that includes a description of the proposed project, location map, and general environmental effects anticipated to be caused by the proposed project, as well as attend a public scoping workshop to solicit the public's input on the content of the EIR. Raney will prepare an Administrative Draft NOP for the Idaho-Maryland Mine project for review by County staff. The NOP will be finalized based upon County comments. Consistent with the requirements of CEQA, the NOP will include a description of the proposed project, location map, and general environmental effects anticipated to be caused by the proposed project. Raney will assist the County in publishing, posting, and distributing the NOP to all affected agencies, interested parties, and the general public.

During the 30-day NOP public review period, Raney will attend a public scoping workshop to solicit the public's input on the content of the EIR. Raney will work with Nevada County staff to determine the anticipated format, schedule the meeting, and to confirm project objectives for the public scoping meeting. Raney will assist the County in any way necessary, including conducting the workshop. Raney has made the following assumptions regarding the format of the workshop; however, Raney will coordinate with County staff to identify the preferred approach. Raney assumes the public scoping meeting will be set up as a brief project overview presentation, in order for the community to gain an understanding of the project and make comments based upon accurate knowledge of the project. The scoping meeting will emphasize the review process as well as the intent and requirements of CEQA. Following the presentation, the meeting will be devoted to public participation and comments. Raney will provide written comment forms, and these comments, along with verbal comments, will become part of the administrative record. This scoping can be an effective way to bring together and resolve the concerns of affected federal, state, and local agencies, as well as the local community.

At the conclusion of the NOP comment period, Raney will attend one working meeting with County staff to review the comments received. Raney will consult with the County to determine if the scope of services for the EIR needs to be amended based upon the comments received.

Raney will complete the following deliverables:

- Submit one electronic copy of the Administrative Draft NOP to County staff for review;
- Submit one electronic copy of the Final NOP, in PDF format, to the County;
- Coordinate with the County to publish, post, and distribute the NOP and deliver 15 copies of the NOP with a completed Notice of Completion (NOC) to the State Clearinghouse;
- Facilitate and attend one NOP public scoping meeting to emphasize the review process as well as the intent and requirements of CEQA;
- Prepare a scoping document that summarizes all written and verbal comments regarding the project to bring together and resolve the concerns of affected federal, state, and local agencies, as well as the local community; and
- Facilitate and attend one working meeting with County staff to revise the scope of services for the EIR, if needed, based upon NOP verbal and written comments received during the NOP comment period.

Task 3.3.1-3.3.4 Prepare Administrative Draft EIR

The objective of this task is to prepare an accurate, thorough, and complete Administrative Draft EIR for the proposed project that will provide the public and decision-makers with a thorough, legally defensible

project-level environmental analysis of the proposed project, which will be accurate, objective, and free of jargon. The Administrative Draft EIR will be prepared in Nevada County’s preferred format and include all statutory sections required by CEQA Section 15120-15132, including an executive summary, introduction and project description, setting, assessment of environmental impacts, identification of required mitigation measures for each of the environmental issues, and a complete list of the authors responsible for the environmental analysis.

The EIR will include the following sections:

Task 3.3.1 Introduction, Executive Summary, and Project Description

The introduction will cite the provisions of CEQA to which the proposed project is subject. This section will identify the intended uses of the EIR, agencies that may rely upon the EIR, purpose of the EIR and statutory authority, summary of the scoping procedures, and a list of the NOP comment letters and concerns raised in the letters. It should be noted that Raney anticipates the project description will be refined in coordination with the Planning Department and project applicant in order to ensure a sound approach to the project processing in light of the General Plan and Zoning Ordinance structure.

The EIR will also include a summary section to briefly describe in text the impacts and mitigation measures. A summary table will be included, consisting of a matrix of impacts and mitigation measures, with levels of significance of impacts before and after mitigation. The summary table will include all mitigation measures applicable to the proposed project.

The project description chapter will be consistent with the one developed in *Task 3.1 Project Description*.

Task 3.3.2 Environmental Setting, Impacts, and Mitigation Measures

The environmental analysis for the proposed project is anticipated to focus on the following areas: Aesthetics; Agriculture and Forestry Resources; Air Quality and GHG Emissions (including Energy); Biological Resources; Cultural Resources; Geology and Soils (including Mineral Resources); Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use & Population and Housing; Noise; Public Services & Utilities and Service Systems; Transportation; Tribal Cultural Resources; and Wildfire. Project alternatives and statutorily required sections will also be included. Some refinement to these issues may be required based on the comments that will be received during the NOP scoping process.

Consistent with CEQA, each environmental chapter will include an introduction, environmental setting, regulatory setting, standards of significance, methods of analysis, identification of environmental impacts, the development of mitigation measures and monitoring strategies, level of significance after mitigation, and cumulative impacts and mitigation measures. Raney proposes to include the following technical environmental chapters:

a) Aesthetics

The Aesthetics chapter of the EIR will summarize existing regional and project area aesthetics and visual setting. To the extent applicable, the chapter will describe project-specific aesthetics issues such as scenic vistas, trees, historic buildings, scenic highways, existing visual character or quality of the project area, as well as light and glare. Raney will address the project’s request for variance to the building height limits to allow for the construction of several structures up to a height of 165 feet, where 45 feet is required, pursuant to the Light Industrial Zoning

District. Raney will rely on the applicant-provided Aesthetics Analysis, conduct a technical peer review of the Aesthetics Analysis, and include the analysis in the Aesthetics chapter.

b) Agriculture and Forestry Resources

The Agriculture and Forestry Resources chapter of the EIR will provide information in regards to the existing setting relative to agricultural resources on the project site. This will include reviewing maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency. Raney understands the project sites are determined “Urban and Built Up” and “Other” lands and none of the land within the project sites are rated as Prime Farmland, Unique Farmland, or Farmland of Statewide. In addition, the property is not subject to a Williamson Act contract. Following the setting discussion, the chapter will identify thresholds of significance applicable to the proposed project. The impacts will be measured against the thresholds of significance and appropriate mitigation measures and monitoring strategies will be identified which are consistent with the policies of Nevada County.

c) Air Quality and GHG Emissions (including Energy)

With respect to air quality and GHG, Raney will rely upon the provided air quality and GHG analysis.

Air Quality

Raney assumes the provided air quality and GHG analysis will include a quantitative assessment of short-term (i.e., construction) and long-term (i.e., operational) increases of criteria air pollutant emissions of primary concern (i.e., ROG, NO_x, and PM₁₀) for the proposed project. Raney anticipates that the construction analysis will account for all on-site demolition as well as the construction of new buildings and infrastructure. Additionally, Raney anticipates that the significance of air quality impacts will be determined in comparison to Northern Sierra Air Quality Management District (NSAQMD)-recommended significance thresholds of significance. Raney assumes the analysis will additionally address toxic air contaminant (TAC) emissions.

GHG Emissions

Raney assumes the provided air quality and GHG analysis will utilize CalEEMod to produce an estimate of GHG emissions for the project, including indirect emissions (e.g., electricity, natural gas). Additionally, Raney anticipates the emissions will be expressed in units of carbon dioxide equivalents. Raney understands that neither Nevada County nor NSAQMD have established guidelines or thresholds for the estimation or evaluation for GHG. Instead, NSAQMD defers to neighboring districts. Therefore, with respect to AB 32 and SB 32, Raney anticipates the analysis will use guidance from the Placer County Air Pollution Control District to determine significance of impacts and will document the relevance of the thresholds.

Raney proposes to conduct a technical peer review of the applicant-provided Air Quality and GHG Analysis. Raney will ensure that all CEQA issues have been adequately and accurately addressed, and will incorporate the results of the analysis and peer review into the Air Quality and GHG Emissions chapter of the EIR.

Energy

Raney will analyze whether the proposed project could result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation. This discussion will also evaluate whether the project would conflict with or obstruct a state or local plan for renewable energy.

d) Biological Resources

The Biological Resources chapter of the EIR will summarize potential effects to plant communities, wildlife, and wetlands including adverse effects on rare, endangered, candidate, sensitive, and special-status species from the development of the proposed project. Specifically, Raney will address the impacts of the dewatering process, as well as any discharge, erosion, or runoff that might impact the surrounding environment, such as Wolf Creek and South Fork Wolf Creek. The analysis will be based on the applicant-provided Biological Inventory Reports and Management Plans. Additionally, Raney proposes to have Madrone Ecological Consulting (Madrone) conduct technical peer reviews of the above reports and management plans, under contract with Raney (please see *Appendix B* for a complete scope of work). Madrone will conduct an initial review of the existing biological technical reports and will conduct a preliminary visit of both the Centennial Industrial Site and the Brunswick Industrial Site. During the site visit, Madrone staff will assess the project sites in their current condition for the presence of sensitive biological resources, including aquatic resources and vegetation communities. After the site visit, Madrone will conduct a detailed peer review of the biological technical reports and will prepare a technical memorandum summarizing the results of the peer review. Raney will internally review the applicant-provided reports to ensure they meet the requirements of CEQA and incorporate the analysis and Madrone's peer review into the Biological Resources chapter of the EIR. If it is determined that additional analysis needs to be prepared for the project, Raney will consult with County staff to determine the appropriate approach in updating the applicant-provided reports.

e) Cultural and Tribal Cultural Resources (including Paleontological Resources)

The Cultural and Tribal Cultural Resources chapter of the EIR will summarize the setting and briefly describe the potential effects to any on-site historical, archaeological, tribal, and/or paleontological resources due to implementation of the proposed project. Raney will rely on the applicant-provided Cultural Resources Survey Report and Cultural Impact Report for use in the analysis. Raney will internally review the reports for accuracy and adequacy in meeting the requirements of CEQA, and incorporate the results of the analysis into the Cultural Resources chapter of the EIR. In addition, Raney will conduct a Sacred Lands File Search through the Native American Heritage Commission (NAHC).

f) Geology and Soils (including Mineral Resources)

The Geology and Soils chapter of the EIR will include review of geophysical information and evaluation of the project's potential for changes in topography or unstable soil conditions due to excavating, grading or filling, and changes in wind or water erosion of soils, seismic effects such as ground shaking from earthquakes, as well as identify any unique geological features within the project area. Raney will rely upon the applicant-provided Geotechnical and Geomorphology Reports and Management Plans. Additionally, Raney proposes to have ECM Consultants (ECM) conduct technical peer reviews of the above reports, under contract with

Raney (please see *Appendix C* for a complete scope of work). ECM will perform desktop peer review of the applicant documents and will submit a brief letter report identifying any recommendations or changes. ECM will review the final reports and confirm that any recommendations or deviations have been incorporated. Raney will internally review the applicant-provided reports to ensure they meet the requirements of CEQA and incorporate the analysis and ECM's peer review into the Geology and Soils chapter of the EIR. If it is determined that additional analysis needs to be prepared for the project, Raney will consult with County staff to determine the appropriate approach in updating the applicant-provided reports.

g) Hazards and Hazardous Materials

The Hazards and Hazardous Materials chapter of the EIR will summarize the setting and describe any potential for existing or possible hazardous materials within the project area or as a result of the proposed project. Raney proposes to sub-contract with ECM to prepare a Phase I Environmental Site Assessment (ESA), under contract with Raney (please see *Appendix C* for a complete scope of work). In addition, Raney will rely on the Management Plan to allow development within a Seismic Hazard Zone and Earthquake Fault Line, as well as ECM's peer review of the Management Plan. Raney will utilize ECM's Phase I ESA to address hazards specific to gold mining such as toxic waste, acid mine drainage, mercury pollution, and other toxic substances which may be released into the environment due to gold mining efforts.

ECM will subcontract with a specialty database research firm to obtain any available records to include government records, historical topographic maps, historical aerial photos, city directories, and fire insurance maps. ECM will review these records prior to performing any site reconnaissance. ECM will then interview people with site history knowledge and will document these interviews. ECM anticipates these interviews may include the current owner and occupants associated with the property, a representative of the local fire department, county health agency, county environmental agency, county building department, facility manager(s), past owner or occupants, or their employees. It may also be necessary to interview owners or occupants of nearby or adjacent properties.

After reviewing records and conducting interviews, ECM will perform site reconnaissance. This site reconnaissance will involve a visual inspection of the property and any facilities and/or improvements and ECM will note any areas where hazardous substances may have been used, treated, stored, or disposed. ECM will also inspect adjoining properties, walk along the roads, inspect the insides of any structures. ECM will note any indications of petroleum products, asbestos, lead-based paint, non-hazardous solid waste disposal areas, wastewater disposal systems, drinking water systems, drinking water and/or other wells, and physical hazards. ECM will take digital photographs and prepare a captioned photograph which will note the locations of any findings on a map and include those findings in the photograph log.

Finally, ECM will prepare a Phase I ESA which addresses the potential presence of non-scope consideration issues, such as petroleum products, asbestos, lead-based paint, radon, non-hazardous solid waste disposal areas, waste water disposal systems, drinking water systems, drinking water and/or other wells, and physical hazards. Raney will internally review the Phase I ESA to ensure it meets the requirements of CEQA and incorporate the analysis into the

Hazard and Hazardous Materials chapter of the EIR. If it is determined that additional analysis needs to be prepared for the project, Raney will consult with County staff to determine the appropriate approach in updating the applicant-provided reports.

h) Hydrology and Water Quality (including Drainage)

The Hydrology and Water Quality chapter will summarize setting information and identify potential impacts on storm water drainage, flooding, and groundwater. Raney will rely on the applicant-provided Groundwater Hydrology and Water Quality Analysis, Groundwater Model Report, and Preliminary Drainage Analysis & Drainage Basin Sizing. Additionally, Raney proposes to have West Yost Associates (West Yost) conduct technical peer reviews of the Groundwater Hydrology and Water Quality Analysis, and the Groundwater Model Report, under contract with Raney (please see *Appendix D* for a complete scope of work). It should be noted that West Yost anticipates the proposed project may result in significant hydrological and water quality impacts due to the dewatering of the existing underground mine workings. In addition, West Yost anticipates the applicant-provided Groundwater Hydrology and Water Quality Analysis and Groundwater Model Report will assess the potential for impacts to groundwater hydrology and groundwater quality, including the water wells within the 2,585 subsurface acres. West Yost’s peer review will be conducted by a principal hydrogeologist experienced in groundwater hydrology, water quality and groundwater modeling and registered as a professional geologist and certified hydrogeologist by the State of California. The scope of the peer review will consist of reviewing and providing written comments on the applicant’s Groundwater Hydrology and Water Quality Analysis and Groundwater Model Report. The peer review will assess whether the applicant’s Groundwater Hydrology and Water Quality Analysis and Groundwater Model Report adequately addresses the potential for Project impacts to groundwater hydrology and groundwater quality, including the water wells within the 2,585 subsurface acres. In addition to providing peer review edits and comments on the above reports, the peer review will include written recommendations on any additional information or analyses that may be needed from the applicant to support the EIR. West Yost will prepare a technical memorandum summarizing the peer review, peer review comments, and West Yost’s recommendations for additional information or analyses that may be needed to support the EIR. Raney will incorporate the analysis of the reports and West Yost’s peer-review into the Hydrology and Water Quality chapter of the EIR. If it is determined that additional analysis needs to be prepared for the project, Raney will consult with County staff to determine the appropriate approach in updating the applicant-provided reports.

i) Land Use & Population and Housing

The Land Use & Population and Housing chapter will evaluate the consistency of the proposed project with the County’s adopted plans and policies. Raney will rely on the applicant-provided Land Use Technical Study and will review California’s Surface Mining and Reclamation Act (SMARA), Nevada County General Plan and Zoning Ordinance—specifically Title 3, Chapter II, Article 3, Sec. L-II 3.22 Surface Mining and Reclamation Plans—as well as any other appropriate documents to address any policy or consistency issues due to the proposed project entitlements.

Raney understands Sec. L-II 2.7.3 of the Nevada County Land Use & Development Code (LUDC) requires all surface mining operations to be permitted in compatible General Plan

designations (essentially the rural land use designation) and on properties zoned with the Mineral Extraction (ME) combining district. In addition, Sec. L-II 3.22 of the Nevada County LUDC provides regulations for surface mining permits and reclamation plans including the process for permitting, standards for mining and reclamation, reporting, inspections, and fees. Mine development is encouraged in compatible areas as shown in the County's General Plan before encroachment of conflicting uses. Mineral resource areas that have been classified by the State Department of Conservation's Division of Mines and Geology or designated by the State Mining and Geology Board, as well as existing surface mining operations that remain in compliance with the provisions of the Section, are to be protected from intrusion by incompatible land uses that may impede or preclude mineral extraction or processing, to the extent possible consistent with the County's General Plan.

The impact analysis section of this chapter will include a table, containing applicable policies from County planning documents, and a corresponding discussion regarding the project's potential consistency with such policies. It is important to note that, pursuant to Appendix G of the CEQA Guidelines, the selected policies should be focused on those that are aimed at avoiding or mitigating an environmental effect.

j) Noise

The Noise chapter EIR will rely on the applicant-provided Noise and Vibration Analysis, and Environmental Factors of Blasting Report. Additionally, Raney proposes to have Saxelby Acoustics (Saxelby) conduct technical peer reviews of the above reports, under contract with Raney (please see *Appendix E* for a complete scope of work). Saxelby will review the Noise and Vibration Analysis, as well as the Environmental Factors of Blasting Report, for compliance with CEQA and Nevada County requirements and will review locations of noise monitoring, analysis of proposed operations, and adequacy of recommended mitigation measures. Saxelby will provide a written peer review which summarizes Saxelby's findings and recommendations. Raney will internally review the applicant-provided reports to ensure they meet the requirements of CEQA and incorporate the analysis and Saxelby's peer-review into the Noise chapter of the EIR. If it is determined that additional analysis needs to be prepared for the project, Raney will consult with County staff to determine the appropriate approach in updating the applicant-provided reports.

k) Public Services & Utilities and Service Systems

The Public Services portion of the chapter will summarize setting information and identify potential new demand for services, including fire, police, schools, parks, and recreation. Raney will rely upon the information from the Nevada County General Plan and General Plan EIR. In addition, Raney will utilize information obtained from direct consultation with the County and other agencies, as needed, to evaluate the project's potential impacts to Nevada County's public services and whether the project's increased demand for service would result in the need for new or physically altered governmental facilities in order to maintain the acceptable service ratios, response times, and other performance objectives of Nevada County's public services.

The Utilities and Service Systems portion of the chapter will address potential new demand for water distribution and supply, wastewater conveyance and treatment, solid waste generation, and electric and natural gas utilities. Specifically, Raney will address any impacts of the project

on wells, groundwater, and stability of ground, as well as any impacts associated with the operation of pumps and water treatment facility to dewater the underground mine workings. In addition, Raney will address the effects of the construction of a new water pipeline to transport treated water to an outfall located in South Fork of Wolf Creek. Raney will rely on the applicant-provided Water Treatment Plant Design and proposes to sub-contract with West Yost Associates to prepare a Water Supply Assessment (WSA), under contract with Raney (please see *Appendix D* for a complete scope of work) to determine if adequate water supply exists to serve the project.

Water Supply

West Yost will use the proposed project's potable water demand projection and calculate the estimated water demand for the maximum number of residences that may be connected to the Nevada Irrigation District (NID) potable water system as a result of the project based on land use-based water demand factors provided in the NID 2015 Urban Water Management Plan (UWMP). West Yost will only calculate the buildout water demand at this time and will not calculate the water demands for phasing of the project. West Yost will then conduct an evaluation of available water supplies to meet the project's water demands. West Yost will use the NID 2015 UWMP as a basis for determining the available water supplies to meet the potable water demands under normal, single-dry, and multiple-dry year conditions. If it is found that adequate water supplies do not appear to be available, Raney and West Yost will coordinate with the County prior to preparing the WSA. Based on the evaluation of potable water supply availability, West Yost will identify whether NID has sufficient supplies and supply reliability to meet the water demand associated with the proposed project. West Yost will then prepare a WSA for the project in accordance with the requirements of SB 610 as adopted in the California Water Code as Sections 10910-10915.

The WSA will be based on the projected water demands for buildout of the project; the assumed water supplies for the project; project information provided by the County, NID, and project applicant representatives; NID's existing and future water supply and demand as documented in the NID 2015 UWMP; other identified supplies if required; and other existing data to the extent available. It will be assumed that all Project potable water demands will be met through the NID potable water system. The results of West Yost's analysis will be documented in the WSA, which will include the following: a description of the Project and the associated water demand; a description of NID's existing and future water supply and demand conditions; a description of determinations as required by SB 610; documentation of the WSA for the Project; and determination of sufficiency of existing and future supplies to meet the proposed demand of the Project. Raney will internally review West Yost's WSA to ensure it meets the requirements of CEQA and incorporate the analysis into the Public Services & Utilities and Service Systems chapter of the EIR.

Wastewater, Solid Waste, and Natural Gas & Electricity

With respect to wastewater, Raney will consult with Nevada County's Public Works Department to ensure the Wastewater Treatment Facility (WWTF) has adequate capacity to treat the wastewater generated by the project. For solid waste, Raney will consult with the Nevada County Solid Waste Division who oversees the collection, transportation, and disposal of solid waste within Nevada County to determine whether the receiving landfill will be able

to accommodate the solid waste generated by the project. With respect to natural gas and electricity, Raney will consult with Pacific Gas & Electric (PG&E) to determine whether PG&E has adequate capacity to provide continuous service for the project. Additionally, Raney will rely on the applicant provided grading and drainage plans to determine if the proposed drainage would result in any impacts to existing drainage facilities.

l) Transportation

The Transportation chapter EIR will rely on the applicant-provided Traffic Analysis. Additionally, Raney proposes to have TJKM Transportation Consultants (TJKM) conduct a technical peer review of the above report, under contract with Raney (please see *Appendix F* for a complete scope of work). TJKM's analysis will evaluate the project's potential impacts pertaining to all proposed project access points, including acceleration lanes for existing vehicles, turn lanes, turning radius, sight distance, and queuing at both the Centennial and Brunswick Industrial Sites. TJKM's analysis will evaluate all affected intersections and roadway segments within both Nevada County and the City of Grass Valley. Raney will internally review the applicant-provided reports to ensure they meet the requirements of CEQA and incorporate the analysis and TJKM's peer-review into the Transportation chapter of the EIR. If it is determined that additional analysis needs to be prepared for the project, Raney will consult with County staff to determine the appropriate approach in updating the applicant-provided reports.

m) Wildfire

The Wildfire chapter will include a discussion of whether the proposed project would increase the risk for wildfires and expose people and/or structures to significant wildfire risks, in accordance with the wildfire section of the updated Appendix G checklist. Based upon preliminary review of the CAL FIRE maps, Raney understands the Centennial Industrial Site is classified as both a Very High Fire Hazard Severity (VHFHS) Zone in State Responsibility Areas (SRA) and a Non-VHFHS Zone in Local Responsibility Areas (LRA). The Brunswick Industrial Site is classified as Very High Fire Hazard Severity (VHFHS) Zone in State Responsibility Areas (SRA). Raney will conduct reviews of the SRA and LRA VHFHS Zone maps to determine if the project site is considered to be within the high severity zone. Raney will include informational discussions of the questions found in Appendix G of the CEQA Guidelines for all USAs, as well coordinate with CAL FIRE and the County to obtain necessary information to prepare adequate mitigation measures to reduce the risk of exposing people or structures to wildfire within a SRA and/or LRA VHFHS Zones.

The method and criteria used for determining the adverse impacts for each of these technical issues will be clearly and explicitly described in the respective chapters of the EIR, including any assumptions, models, or modeling techniques used in the analyses. The determination of impacts will be based on thresholds of significance drawn from the standards used in similar EIRs in the region, from the technical studies prepared for the proposed project, and will be refined based on County-adopted thresholds in consultation with County staff. For each significant impact, feasible mitigation measures, if available, will be identified and the level of significance after mitigation will be stated. Mitigation measures will identify the timing of the mitigation and the entities responsible for implementation. Cumulative impacts and mitigation measures will also be addressed within each technical chapter and include the impact, mitigation, and level of significance after mitigation. The cumulative analyses will be based on

quantitative data, as applicable. Each impact in the EIR will be numbered, as will the corresponding mitigation measures. Cross-references will be provided where necessary. The effectiveness and feasibility of mitigation measures will be discussed.

Task 3.3.3 Statutorily Required Sections

The Statutorily Required Sections chapter of the EIR will summarize significant and unavoidable, significant irreversible, and growth-inducing impacts, to the extent that such impacts are identified in the EIR analysis. The chapter will also summarize the cumulative impact analyses, which will be provided in each technical chapter of the EIR.

Task 3.3.4 Alternatives to the Proposed Project

The EIR will include an alternatives analysis in compliance with CEQA Guidelines Section 15126.6. The Alternatives chapter will evaluate, at a minimum, three alternatives, including the No Project Alternative required by CEQA. Alternatives will be selected when more information related to project impacts is available so the alternatives can be designed to reduce significant project impacts. Alternatives will be developed in consultation with County staff during preparation of the Administrative Draft EIR to respond to identified significant impacts. The Alternatives chapter will describe the alternatives and identify the environmentally superior alternative. The alternatives will be analyzed at a level of detail less than that of the proposed project which is permissible under CEQA; however, the analyses will include sufficient detail to allow a meaningful comparison of the impacts. The Alternatives chapter will include a qualitative-level analysis of all impacts for the alternatives. The Alternatives chapter will also include a section of alternatives considered but dismissed. A matrix comparing the impacts of the proposed project to the three alternatives will also be included.

Raney will complete the following deliverables:

- Submit ten hard copies, with appendices on CD in the back cover, and one electronic copy of the Administrative Draft EIR to Nevada County staff to review for adequacy and accuracy.

Task 3.4 Prepare Screencheck Draft EIR

The objective of this task is to edit the Administrative Draft EIR, based on the comments received from the County's review, to prepare a Screencheck Draft EIR. Raney assumes County comments on the Administrative Draft EIR will be in a consolidated set.

Raney will complete the following deliverables:

- Attend meetings, as needed, with the County staff to discuss County comments on the Administrative Draft EIR; and
- Submit ten hard copies, with appendices on a CD in the back cover (if included), and one electronic copy of the Screencheck Draft EIR to the County.

Task 3.5 Prepare Public Review Draft EIR

The objective of this task is to edit the Screencheck Draft EIR, based on the comments received, and to prepare and distribute the Draft EIR for the 45-day public review period in accordance with CEQA requirements. Raney assumes that the revisions from additional comments on the Screencheck Draft EIR will only require editorial or other non-substantive changes. In addition, Raney will prepare the Notice of Availability (NOA) and assumes the County will publish the NOA in the newspaper and distribute the

NOA of the Draft EIR to responsible agencies and post at the County Clerk's Office. Raney will prepare and deliver the Notice of Completion (NOC) to the State Clearinghouse, along with 15 hard copies of State Clearinghouse Summary Form (Summary Form F), 15 hard copies of Executive Summary, and 15 copies of the Draft EIR on CDs to the State Clearinghouse.

Raney will complete the following deliverables:

- Submit 25 hardcopies, with the appendices on CDs adhered to the back cover, and 25 CD copies, of the Draft EIR and two (2) hard copies of the Appendices to the County;
- Prepare the NOA and NOC, and Summary Form F;
- Coordinate with the County to perform the necessary posting, noticing, and distribution of the Draft EIR;
- Delivery of NOC along with 15 hard copies of the Executive Summary, 15 hard copies of Summary Form F, and 15 CDs of the Draft EIR to the State Clearinghouse;
- Present the Draft EIR at one public hearing during the 45-day public review period to receive comments on the Draft EIR and review the adequacy of the Draft EIR; and
- Provide a court reporter and written comment forms to gather public comments at the public hearing during the 45-day public review period, if necessary.

Task 3.6 Prepare Administrative Final EIR

The objective of this task is to respond to all comments received during the 45-day public review period and compile the comments into an Administrative Final EIR for review by Nevada County. Raney assumes these comments will not raise new issues, or that new surveys or technical studies will be required to complete adequate responses. Further, Raney assumes that the amount and nature of responses can be addressed within the hours shown in the budget spreadsheet. Raney understands that the County anticipates receiving an excess of 500 individual comments. For the purposes of this scope of work, Raney's budget for this task would allow Raney to prepare responses to 650 individual comments that are substantive in nature. Repetitive comments do not count toward this total. For example, it is not uncommon for the public to submit a large volume of comments on a particular issue/concern. In this case, Raney will prepare a master response to address the thematic concern; and this effort would only constitute one response. Raney's budget for this task is based upon our experience preparing Administrative Final EIR documents for other similar projects. Should more time or technical analyses be needed to respond to additional comment letters, Raney will initiate discussions immediately with County staff to conduct this extra work. The Final EIR will consist of Response to Comments, changes to the Draft EIR as result of comments, and Mitigation Monitoring and Reporting Program (see *Task 3.7*).

Raney will complete the following deliverables:

- Meet with County staff to review all comments received and determine the appropriate written responses to the comments;
- Include a list of persons, organizations, and agencies commenting on the EIR;
- Include all comments on the Draft EIR and any changes to the Draft EIR text necessitated by the comments;
- Respond to 650 individually bracketed comments and submit 15 hard copies and one electronic copy of the administrative Response to Comments; and
- Submit 15 hard copies with appendices on a CD in the back cover (if included), and one electronic copy, of the revised Response to Comments and Administrative Final EIR.

Task 3.7 Prepare Mitigation Monitoring and Reporting Program (MMRP)

The objective of this task is to prepare a Mitigation Monitoring and Reporting Program (MMRP) for Nevada County to be incorporated into the Final EIR. Raney will prepare a summary MMRP to comply with Public Resources Code Section 21081.6, which will include policies and actions identified in the EIR, as well as methods of implementation.

Raney will complete the following deliverables:

- Submit one electronic copy of the draft MMRP to the County with the Administrative Final EIR, thereby, allowing the County to provide comments; and
- Submit 25 hard copies and one CD copy of the final MMRP to Nevada County, bound separately from the Final EIR.

Task 3.8 Prepare Screencheck Final EIR

The objective of this task is to revise the Administrative Final EIR based on the County comments received and prepare a Screencheck Final EIR.

Raney will complete the following deliverables:

- Conversations with County staff to discuss County comments and revisions to the Administrative Final EIR; and
- Submit one hard copy, with appendices on a CD in the back cover (if included), and one electronic copy of the Screencheck Final EIR to Nevada County.

Task 3.9 Prepare Final EIR

The objective of this task is to revise the Screencheck Final EIR, based on additional comments from the County, in order to provide a thorough, responsive Final EIR. Raney assumes all edits will only require editorial or other non-substantive changes in the revision of the Screencheck Final EIR. Raney will handle distributing the Final EIR to the agencies and persons who commented on the Draft EIR at least ten days prior to the EIR certification hearing.

Raney will complete the following deliverables:

- Submit 25 hard copies of the Final EIR and 25 CD copies, which include the Revised Draft EIR (along with edits to show all needed corrections), all comments received, Response to Comments, and Minutes of Final EIR Certification hearing(s); and
- Work with the County to prepare all required noticing.

Task 3.10 Prepare Findings of Fact and Statement of Overriding Considerations

The objective of this task is to prepare the required Findings of Fact/Statement of Overriding Considerations (FOF/SOC), pursuant to CEQA, that incorporate information regarding the project's environmental impacts disclosed in the EIR, and prepare a Notice of Determination (NOD) for approval by Nevada County, as necessary. Raney will prepare FOF/SOC to provide the appropriate language to dismiss the project alternatives not selected, as well as language on the overriding considerations, if

necessary, to describe the benefits of the project that may outweigh any adverse environmental effects. It should be noted that the FOF/SOC will be included in the staff reports submitted to the Planning Commission and Board of Supervisors.

Raney will complete the following deliverables:

- Submit one electronic copy of the administrative draft FOF/SOC to County staff with the Administration Final EIR for County Counsel to review and provide feedback;
- Submit one electronic copy of the final FOF/SOC to County staff with the Final EIR with revisions made based upon comments from County Counsel; and
- Prepare a NOD for County filing at the Nevada County Clerk Recorders Office and posting at the State Clearinghouse, should the project be approved.

Task 4 Project Management, Meetings, and Hearings

The objective of this task is to ensure close, extensive coordination and interaction with County staff, the project team, technical sub-consultants, and the public, throughout the environmental review and planning process. As outlined in the approach, Senior Vice President, Cindy Gnos, AICP will serve as the project planner and will be responsible for coordinating with County staff, local, State, and federal agencies, and responding to public inquiries on the proposed project and the process. Ms. Gnos will be available to assist the County in any way necessary to facilitate the process, including preparing County correspondence, letters, staff reports, and all other duties and responsibilities associated with serving as County planning staff for preparation of the EIR and administration of the project. Ms. Gnos will be available to attend public meetings and hearings as well as progress meetings with County staff throughout the environmental review and planning process.

Additionally, Senior Vice President, Cindy Gnos, AICP, will serve as the Project Director for the environmental review process and will be responsible for overseeing preparation of the environmental document. Division Manager, Rod Stinson, will serve as the Project Manager and will be responsible for handling the day-to-day activities of the EIR preparation, coordinating with the County and the technical consultants, and responding to staff inquiries about the EIR and the process.

Throughout the process, Raney will meet with County staff and the applicant on a regular basis to ensure consistent progress in the desired direction. It should be noted that Raney will present the Final EIR to the Planning Commission and Board of Supervisors for certification and adoption. Raney will participate in all associated public hearings held by the Planning Commission and Board of Supervisors on the adequacy of the Draft EIR and will attend meeting and public hearings with County staff on the EIR as included and described in the above outlined tasks. In addition, Raney will attend up to eight public meetings and/or hearings, including potential town-hall style informational meetings, as the Contract Planner for the project.

Raney will complete the following deliverables:

- Project Management from Senior Vice President Cindy Gnos, AICP, serving as Project Director/Project Planner and Division Manager Rod Stinson serving as Project Manager;
- Project support from President Tim Raney, AICP, Vice President Nick Pappani, and Assistant Division Manager/Air Quality Specialist, Angela DaRosa, as well as Associate and Administrative staff;

- Regular phone and e-mail communications with County staff, project stakeholders, and pertinent County, State, and local agencies throughout the process;
- Prepare any necessary noticing, materials, and/or presentations prior to the meetings, and answer questions and respond to comments as needed;
- Prepare any necessary County correspondence, coordination, with local, State, and federal agencies, and responding to public inquiries;
- Provide summary notes for all EIR team meetings, either in-person or via conference call;
- Attendance at up to three in-person progress meetings; and
- Attendance at up to eight public meetings and/or hearings, including Planning Commission and/or Board of Supervisors hearings, as well as potential town-hall style informational meetings with Raney serving as the Contract Planner for the project.

EXHIBIT "B"

Schedule of Compensation

1. The County will pay Contractor a maximum of Three Hundred Eighty-One Thousand One Hundred Ninety Four Dollars (\$381,194.00) for the rendition of services as required under this Agreement. In the event Contractor's ability to progress on completion of any milestone is delayed due to no fault of Contractor for longer than ninety days, County shall release payment, according to the Schedule of Compensation above, on a percentage completed basis up to the total of the delayed milestone, after Contractor has submitted a proper invoice showing amounts and percentage of work completed to the point of delay.
2. Said amount shall be paid based on task completion and according to the attached schedule:

PROPOSED COST ESTIMATE

Idaho-Maryland Mine - Rise Grass Valley EIR

		Project Director	Project Manager	Assistant Division Manager	Air Quality Specialist	Air Quality Technician	Associate	Cost Per-Task
Task 1	Project Initiation	6	6					\$ 1,920
Task 2	Planning Services							
Task 2.1	Agency Coordination	10	12	2			16	\$ 5,520
Task 2.2	Public Outreach	25	20				20	\$ 9,450
Task 2.3	Prepare Staff Reports	40	8				20	\$ 10,200
Task 3	Environmental Services							
Task 3.1	Project Description	2	6	4			14	\$ 3,300
Task 3.2	Prepare NOP	6	12	4			20	\$ 5,540
Task 3.3	Prepare Administrative Draft EIR	6	8	14			24	\$ 6,680
	Technical Sections							
Task 3.3.1	Introduction, Executive Summary, and PD	1	2	2			8	\$ 1,610
Task 3.3.2	Environmental Setting, Impacts, Mitigation Measures							
	a Aesthetics	2	4	4			22	\$ 3,880
	b Agriculture and Forestry Resources	2	4	4			18	\$ 3,440
	c.1 Air Quality & GHG Emissions (including Energy)	2	4	6			24	\$ 4,360
	c.2 Air Quality & GHG Emissions Analysis Peer Review				10	18		\$ 3,840
	d Biological Resources	2	4	4			22	\$ 3,880
	e Cultural and Tribal Cultural Resources	2	4	4			22	\$ 3,880
	f Geology and Soils (including Mineral Resources)	2	4	4			26	\$ 4,320
	g Hazards and Hazardous Materials	2	4	4			22	\$ 3,880
	h Hydrology and Water Quality	2	4	4			28	\$ 4,540
	i Land Use & Population and Housing	2	4	4			18	\$ 3,440
	j Noise	2	4	4			18	\$ 3,440
	k Public Services & Utilities and Service Systems	2	4	8			32	\$ 5,500
	l Transportation	3	6	6			28	\$ 5,270
	m Wildfire	2	4	6			30	\$ 5,020
	Other Sections							
Task 3.3.3	Statutorily Required Sections	1	3	4			12	\$ 2,460
Task 3.3.4	Alternatives	2	6	4			24	\$ 4,400
Task 3.4	Prepare Screencheck Draft EIR	8	16	10			24	\$ 5,300
Task 3.5	Prepare Public Review Draft EIR	1	4	6			14	\$ 3,090
Task 3.6	Prepare Administrative Final EIR	8	16	32			85	\$ 17,270
Task 3.7	Prepare MMRP	1	4				6	\$ 1,430
Task 3.8	Prepare Screencheck Final EIR	1	5	4			14	\$ 2,980
Task 3.9	Prepare Final EIR	1	2	3			10	\$ 1,960
Task 3.10	Prepare FOF/SOC	2	4				16	\$ 2,700
Task 4	Project Management, Meetings, and Hearings	50	120	10				\$ 27,800
	Total Hours	198	308	161	10	18	637	
	Hourly Rate	\$ 170	\$ 150	\$ 130	\$ 150	\$ 130	\$ 110	
	Total EIR Labor	\$ 33,660	\$ 46,200	\$ 20,930	\$ 1,500	\$ 2,340	\$ 70,070	\$ 174,700
Sub-Consultant/Expenses								\$ 171,840
	Copying/Printing*						\$ 12,750	
	Misc (Travel, Court Reporter)						\$ 3,000	
	Sub-consultant: Madrone						\$ 9,100	
	Sub-consultant: ECM Consultants						\$ 60,703	
	Sub-consultant: West Yost Associates						\$ 45,000	
	Sub-consultant: Saxelby Acoustics						\$ 9,915	
	Sub-consultant: TJKM						\$ 15,750	
	10% administrative fee						\$ 15,622	
Budget								\$ 346,540
Contingency Budget (10%)								\$ 34,654
Total Budget								\$ 381,194