



RESOLUTION No. 12-009

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE CONTRACT BETWEEN THE COUNTY AND HELIX ENVIRONMENTAL PLANNING, DATED JANUARY 12, 2012 AND PLANNING DEPARTMENT BUDGET AMENDMENT

BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, that certain Contract dated the 12 day of January, 2012, by and between said County and Helix Environmental Planning pertaining to the preparation of an Environmental Impact Report (EIR11-001) for the Boca Quarry West Pit Expansion project. The cost of the contract shall not exceed \$104,332. Direct the Auditor-Controller to amend the Fiscal Year 2011-12 Planning Department budget as follows:

| | | | | |
|---------------------|------|-------|-----------------|-----------|
| Increase: | | | | |
| Planning Department | 1123 | 20708 | 325 2000/450170 | \$104,332 |
| Planning Department | 1123 | 20708 | 325 2000/521520 | \$104,332 |

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of January, 2012, by the following vote of said Board:

Ayes: Supervisors Nathan Beason, Edward Scofield, Terry Lamphier, Hank Weston, and Ted S. Owens.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

By: Donna Landi
Donna Landi, Acting Clerk of the Board

Ted S. Owens
Ted S. Owens, Chair

01/10/2012 cc: A-C* (hold)

03/23/2012 cc: Planning
Helix
A-C*

PERSONAL SERVICES CONTRACT

County of Nevada, California

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

Helix Environmental Planning

(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 the Boca Quarry Environmental Impact Report (EIR11-001) on behalf of Teichert Aggregates**

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** \$104,332.00
- (§3) **Contract Beginning Date:** 01/12/2012 **Contract Termination Date:** Exhibit "B"
- (§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>X</u> | <u> </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) _____

NOTICE & IDENTIFICATION

| | |
|---|--|
| (§26) Contractor: Helix Environmental Planning, Inc. 110 Maple Street, Suite 100 Auburn, CA 95603 | County of Nevada: 950 Maidu Avenue Nevada City, California 95959 |
| Contact Person: Michael Schwerin (530) 888-0500 e-mail: MikeS@helixepi.com | Contact Person: (530) 265-1257 e-mail: Tod.Herman@co.nevada.ca.us Org Code: |

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> |

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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. 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.

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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.

**HELIX ENVIRONMENTAL PLANNING
CONTRACTOR:**



Name: Michael Schwerin
Title: Chief Executive Officer

Dated: 12/7/11

COUNTY OF NEVADA:


Honorable Ted S. Owens
Chair, Board of Supervisors

Dated: 1-10-12

Attest: 
Donna Landi Acting
Clerk of the Board of Supervisors

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EXHIBIT "A"

SCOPE OF SERVICES

A. Environmental Impact Report and Scope of Work

The following outlines HELIX's scope of work by task.

1. Notice of Preparation and Scoping Meeting

HELIX will prepare a draft Notice of Preparation (NOP) that will be submitted to Nevada County staff for review and comment. The NOP will include a project description, vicinity map, assessor's map, site plan, statement of probable environmental effects, and brief description of the anticipated scope of the EIR. HELIX will revise the project description and draft NOP based on the County's comments and resubmit the document for final review and approval. Upon approval, HELIX will produce, for County distribution, the NOP based on direction from the County.

HELIX will work with County staff to finalize the logistics of the Scoping Meeting including its agenda, location (likely Truckee, based on discussions with County) and the public meeting notice. The presentation at the Scoping Meeting will include a description of the proposed project, a summary of the planning context and schedule for the project as it relates to the County's CEQA and County's entitlement processes. The presentation will be in the format of a brief PowerPoint. It is anticipated that the meeting will be somewhat informal with an exchange of information and opinions occurring back and forth among the County, applicant, HELIX and public attendees. HELIX will monitor the issues of concern arising from the scoping meeting to ensure that all issues of substance raised are addressed in the EIR.

2. Technical Studies and Peer Review

Based on the information provided with the RFP, Teichert has provided a majority, but not all of, of the technical studies necessary to support the EIR. As described below, HELIX shall provide three new technical studies: an air quality technical report, a Water Supply Assessment, and a visual analysis technical report. HELIX will also provide peer reviews of the following technical reports: greenhouse gas (GHG) emissions, traffic impact analysis, noise impact analysis, and biological inventory. Based on the information provided by the County—including identification of the appellant's issues of concern and the results of the Initial Study—no peer review is proposed for the cultural resources study or for the geotechnical (geology/soils) analysis.

As part of the peer review process, HELIX will produce a brief letter report to the County for each of the above-noted technical reports indicating whether:

- The existing technical report is adequate to support the EIR "as is";
- Minor revisions to the technical report's analyses and/or additional information will be necessary, and the minor revision(s)/additional information can be incorporated into the respective EIR section without requiring a new or revised technical report; or
- The technical report is not adequate to support the EIR, and substantive revisions or a new technical report (not included in this scope of work) will be required to provide support for a legally defensible EIR.

In the event that HELIX identifies substantive deficiencies in any of the applicant-supplied technical reports, HELIX will immediately contact the County Planning Department to discuss the appropriate next steps. This could include working with the County to provide direction to the applicant's consultant team describing the specific changes necessary to the respective technical report(s). HELIX can also provide new technical analysis, if deemed necessary by the County, through the use of the in-house and subconsultant team members whose expertise is described in the EIR proposal.

HELIX will also review other materials pertinent to the proposed Project, including recent environmental documents for other projects in the area, regional planning and policy documents, and applicable Nevada County regulations.

Preparation of an Air Quality Technical Report

The air quality analysis will focus on the criteria pollutants and toxic air contaminants in the Northern Sierra Air Quality Management District (NSAQMD) that are also anticipated to be generated by the proposed Boca Quarry Project (hereafter referred to as "Project"). HELIX's air quality specialist will prepare an air quality analysis describing existing air quality conditions, the Project's air quality impacts, and mitigation measures to reduce impacts, if necessary. HELIX will consult with the air district to identify appropriate permit requirements and mitigation measures for the project.

In the environmental setting section, HELIX will briefly describe the existing conditions and the current air quality regulatory environment as it applies to the Project. The criteria pollutants and toxic air contaminants of concern in the proposed Project area, and their known health effects, will also be described. The existing state and federal ambient air quality standards, the current nonattainment status for Nevada County, the applicable NSAQMD Rules and Regulations, and the California State Implementation Plan (SIP) will be summarized.

HELIX will prepare a discussion of the potential air quality impacts. This discussion will describe the methodology used to estimate emission impacts and identify mitigation measures. The impacts section will identify the criteria and thresholds for determining the significance for air quality impacts. HELIX will also prepare an emission analysis that will include combustion emissions related to heavy-duty equipment operations; fugitive emissions related to processing of rock and earth-moving activities; stationary source emissions related to portable generators, rock crushers, and other equipment activities; and mobile source emissions related to workers and haul truck trips around the mine site as well as to and from the site. The emission analysis will then be compiled on a daily basis and compared to applicable daily emissions thresholds to determine significance. HELIX will estimate Project-related GHG emissions using a combination of the California Air Resources Board (CARB)-approved EMFAC2011, and OFFROAD2011.

HELIX will conduct a qualitative evaluation of mobile source air toxics (MSAT) from heavy-duty haul trucks using the Federal Highway Administration's (FHWA's) MSAT Guidance and using FHWA's MSAT Database. This evaluation will examine Project-related truck trips, toxic air contaminants, and associated health risks to sensitive receptors (i.e., any residences, hospitals, schools or parks) in the Project vicinity. Also, natural occurring asbestos is often found in serpentine rocks and ultramafic rocks near fault zones along the foothills of the Sierra Nevada. HELIX will qualitatively evaluate the potential impacts from the natural occurring asbestos associated with the quarry extraction and soil transfer activities. The resultant emissions evaluation will then be compiled and compared to applicable federal and state air quality standards to determine significance.

HELIX will use Caltrans' CO Modeling Protocol to evaluate whether the Project would result in significant CO concentrations. This evaluation will likely be qualitative in that we will compare the proposed Project improvements to other roadways in the SDAB with equivalent or worse operating characteristics. It is not anticipated that CALINE modeling will be necessary.

A qualitative evaluation of potential health risks and objectionable odors associated with the proposed Project on nearby sensitive receptors will be completed. It is assumed that detailed toxic air contaminants /odor dispersion and health risk assessment modeling analyses will not be required for this Project.

HELIX will conduct a consistency analysis to determine if the proposed Project conforms to the California SIP in accordance with the procedures set forth by GARB.

HELIX will develop mitigation measures, if needed, to address significant air quality impacts. NSAQMD strongly encourages all new projects to implement emission control measures as part of the Project design. HELIX will identify potential measures that will reduce emissions of criteria pollutants and toxic air contaminants using the available information from EPA, NSAQMD, and CARB.

The results of this analysis will be presented in a draft technical report submitted to the County for review. The revised air quality technical report will be submitted to the County concurrently with, and as an appendix to, the first administrative Draft EIR.

Preparation of a Water Supply Assessment

Working under the direction of HELIX, Balance Hydrologics, Inc. (Balance) will prepare a Water Supply Assessment to analyze the existing water supply available at the site in accordance with SB610. The Water Supply Assessment will be submitted to the County as an appendix to the first administrative Draft EIR.

Based on the description of the proposed mining expansion, projected water use, as it relates to the site's long-term supply at the existing source, must be analyzed. The extent of existing groundwater recharge on the undisturbed portion of the project site where expansion of mining is proposed is unknown but assumed to be significant, given the moderately permeable Kyburz soils and underlying fractured volcanic bedrock. Expansion of the quarry could lead to changes in the quantity (volume) of groundwater recharge and/or modify groundwater flow paths, potentially reducing recharge to the local aquifer and contributions to the existing on-site spring proposed to be used for dust control and historically used for commercial water sales. As currently proposed, runoff from operating portions of the quarry will be routed to detention/sediment basins within the two pits for retention and infiltration. Balance will conduct a hydrogeologic analysis to evaluate the magnitude of infiltration under existing conditions and assess how groundwater recharge to the local aquifer might be modified by the proposed project.

It is anticipated that the analysis will use available data from local borings, spring and well monitoring (if available), regional geology reports and measurements and observations from our reconnaissance visit, in conjunction with information from the applicant's site plan and Stormwater Management Plan. If appropriate, Balance will recommend additional mitigation measures to maintain pre-development volumes of recharge. As a result of the October 13, 2011 site visit, it is understood that project demand is anticipated to rise to about 35,000 to 50,000 gallons per day (24 to 35 gallons per minute [gpm]). Water is currently available on-site at a developed spring, permitted for use by Nevada County. Also based on information provided at the October 13, 2011 site visit, flows and water quality from the spring are documented over time and under a range of climate conditions, and that yield from the spring fluctuates seasonally, from a peak of about 220 gpm in the spring to about 80 gpm in fall. It is assumed that the available data are sufficient, and this information will be utilized to develop the Water Supply Assessment and to address the other technical issues mentioned above.

Preparation of a Visual Resources (Aesthetics) Technical Report

HELIX will review the existing visual resources information provided by the applicant. As part of this task, HELIX will visit the project area to confirm the Project's key observation points and further photograph the existing site conditions if necessary (and provided that Notice to Proceed is given to HELIX prior to winter conditions making this task impractical). The report will focus on whether the existing information adequately describes the visual character and quality of the site, the sensitivity of the viewers to changes in the visual environment (including viewers on Interstate 80 and Glenshire Drive), and the potential visual impacts. The report will also assess whether the study provides other information necessary to support the EIR, including identification of significance thresholds, discussion of Project conformance with relevant community design guidelines and applicable state and County regulations, assessment of potential cumulative impacts, identification of appropriate mitigation (as applicable), and assessment of post-mitigation impact significance.

The results of this analysis will be presented in a draft visual resources technical report submitted to the County for review. The revised visual resources technical report will be submitted to the County concurrently with, and as an appendix to, the first administrative Draft EIR.

Peer Review of the GHG Emission Analysis

HELIX will review the applicant-supplied GHG emission analysis technical report to assess whether it adequately addresses GHG and climate change topics pursuant to CEQA and other applicable guidance. This will include assessing whether the report provides an overview of climate change science, predicted GHG emissions and impacts, the current regulatory framework in California and the U.S., and expected future actions of CARB in regulating GHG emissions. The peer review will include determining whether the GHG emission analysis technical report:

- estimates Project-related GHG emissions, including emissions that would be generated under "Business as Usual" conditions and emissions that would be generated with Project-specific measures to reduce GHG emissions;
- assesses these emissions against local and state GHG emissions goals and policies; and
- describes the significance of the GHG emissions, including the identification of additional measures (mitigation) if needed to further reduce GHG emissions to less-than-significant levels.

The result of this peer review will be provided in a brief letter to the County.

Peer Review of the Traffic Impact Analysis

HELIX will retain Kimley-Horn and Associates (KHA) to peer review the existing Traffic Impact Analysis (TIA) prepared for the Project by LSC Transportation Consultants, Inc. KHA will review the Teichert Boca Quarry Expansion TIA which was provided by the applicant. The purpose of this review will be to qualitatively evaluate the TIA as it specifically pertains to identifying potential impacts to the transportation system resulting from the project. KHA will qualitatively review the TIA methodology, assumptions, identified project impacts, mitigation measures, recommendations, and supporting analyses documentation contained in the report. As deemed appropriate by KHA, they will also qualitatively evaluate the identified mitigation measures, and consider alternative actions to achieve similar mitigated results.

KHA will provide a brief letter report that summarizes the peer review. The findings of the peer review, as well as the original traffic analysis, will be used to develop the EIR section.

Peer Review of the Noise Analysis

HELIX will review the existing Environmental Noise Assessment prepared by Bollard Acoustical Consultants, Inc. The report will be reviewed for the following:

- appropriate project information;
- applicable format, as necessary for the report to be a standalone document;
- analysis of the existing condition;
- supporting technical information;
- brief review of modeling input data (if applicable);
- project/no project changes and impacts to future conditions; and
- necessary project mitigation features to provide project compliance with the Nevada County General Plan and Ordinances.

The results of this peer review will be provided in a letter report to the County.

Peer Review of Biological Resources

HELIX will review the Final Biological Inventory technical report prepared by Ecosynthesis Scientific & Regulatory Services, Inc. and provide a letter report that summarizes the Conclusions of our analysis. Appropriate mitigation ratios and concepts will be identified, as necessary. No original field work is anticipated by HELIX.

3. Preparation of Draft Environmental Impact Report (DEIR)

HELIX will prepare the DEIR pursuant to the requirements of CEQA Statutes, State CEQA Guidelines (including recently adopted updates), CEQA case law, Nevada County policies and standards, the Initial Study prepared by the County in December 2010, and the specific concerns raised by the appellant (which include aesthetics, air quality, greenhouse gas emissions, hydrology/water quality [water supply], and transportation and circulation). The DEIR structure will include: introduction, executive summary, project description, description of the environmental setting, identification of project impacts and mitigation measures for impacts found to be significant, an analysis of project alternatives, EIR preparers, references, and appendices.

Each chapter of the EIR will provide a clear and detailed description of the existing conditions relevant to the resources addressed in that chapter and a succinct explanation of the applicable County, State, and federal policies and regulations. Measurable significance criteria that are directly tied to the applicable policies and regulations will be developed. The impact analysis will be determined from those significance criteria, applying current assessment principles to describe the nature of each impact and evaluate the extent to which implementation of the proposed project will affect existing conditions. Data in the technical studies will be used to assess project impacts. Detailed, specific, feasible, and effective mitigation measures will be provided for each significant impact. Additionally, the DEIR will identify all impacts that cannot be mitigated to a level below significant. Project alternatives and redesign and development of CEQA alternatives will also be analyzed.

In addition to the issues of concern raised by the appellant, it is anticipated that the DEIR will also include a detailed analysis of biological resources, cultural resources, and geology/soils. Our general approach to these issues and report sections is summarized below. The Initial Study prepared for this project can provide part of the basis of HELIX's analysis and recommended mitigation measures for many of these environmental issues. The DEIR will incorporate this prior work, as appropriate, and HELIX will provide additional analysis where applicable.

Aesthetics. This section of the EIR will be based on the visual analysis information and photos provided by the applicant as well as the technical report provided by HELIX. The discussion will address the impact of the proposed mine expansion on the existing aesthetic quality of the surrounding area including views from public vantage points such as Interstate 80 and Glenshire Drive, as described above. Applicable mitigation measures available to reduce visual impacts will be discussed, as available.

Air Quality. This discussion will be based on the air quality analysis technical report prepared by HELIX.

Biological Resources. The discussion will be based on the Final Biological Inventory technical report and prepared by Ecosynthesis Scientific & Regulatory Services, Inc. Appropriate mitigation ratios and concepts will be identified. No original research will be conducted by HELIX.

Cultural Resources. This section will be based on the cultural resources study prepared by R.K. Vierra and Associates, Inc. No original research will be conducted by HELIX.

Geology/Soils. HELIX will prepare this section based on existing data provided by the applicant. No original research will be conducted by HELIX.

Greenhouse Gas Emissions. The discussion will be based on the Greenhouse Gas (GHG) Emission Analysis prepared by the applicant as well as the GHG peer review prepared by HELIX. Appropriate mitigation will be identified.

Water Supply/Hydrology/Water Quality. HELIX will address the issue of water supply, as required by CEQA, based on the Water Supply Assessment (WSA) to be prepared by Balance Hydrologics for the proposed Project, as described above. The EIR section will also include discussion of the potential effects of mining and road construction on water quality, storm runoff, erosion, and potential changes in the quantity and/or

quality of groundwater recharge due to the proposed water use as well as the excavation into a currently undisturbed area. The EIR section will also discuss the potential effects of mining and reclamation activities on local surface water and groundwater flow directions as well as water levels in the local aquifer. This analysis will reflect the latest requirements and standards of the Regional Water Quality Control Board and identify Best Management Practices (BMPs) available to reduce potential water quality impacts. The chapter will incorporate information from the applicant's Stormwater Management Plan (Golder Associates, 2010).

Transportation and Circulation. This section will be based on the traffic impact analysis prepared by LSC Transportation Consultants, Inc. and peer reviewed/supplemented by Kimley-Horn and Associates. The EIR discussion will summarize the results of the traffic impact analysis and recommendations for roadway improvements to avoid or minimize Project impacts.

For each of the above issues, a cumulative study area will be identified and mapped; these areas will vary by issue and will represent the area within which the proposed Project could contribute to cumulative impacts when evaluated together with other surrounding development. The potential for such cumulative impacts will be evaluated and discussed, along with a discussion of the significance of the impacts and the potential for the cumulative effects to be reduced to less than significant levels through the implementation of required mitigation for all of the cumulative projects or regional programs that are in place to protect resources on a region wide basis.

HELIX staff will work in consultation with County staff to develop alternatives to the proposed Project that will be analyzed in the EIR. Each alternative will be evaluated based on the extent to which Project objectives are met and the degree to which impacts are reduced. If an off-site alternative to the proposed project is determined appropriate, HELIX assumes the County will identify a suitable alternative location for analysis. HELIX will not perform a detailed analysis on the off-site property unless directed by the County and has not included that potential work in this scope.

Administrative Draft EIR (ADEIR)

HELIX will submit five hard copies and one electronic copy of the ADEIR, including technical appendices, for County review.

Second Administrative Draft EIR (Screen Check Draft EIR)

HELIX will revise the ADEIR in response to County comments and prepare a Second ADEIR for County review. HELIX will submit five hard copies one electronic copy of the Second ADEIR, including technical appendices, to the County.

Public Review Draft EIR

HELIX will complete final revisions based on County comments on the Second ADEIR and prepare the Draft EIR for public review. As the RFP does not specify, HELIX assumes that the County will distribute the Draft EIR to the State Clearinghouse, other public agencies, and interested parties. HELIX will submit twenty-five hard copies and twenty-five electronic copies (on CD) of the Draft EIR.

4. Final EIR, Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program

Responses to Comment

After the close of the public comment period, HELIX will discuss with the County the proposed overall approach to Responses to Comments based on the number and nature of comments received. HELIX will submit five copies and one electronic copy of the administrative Response to Comments to the County for review. If providing an adequate response to any of the comments would require revision of the DEIR and/or supporting

technical studies, HELIX will provide a summary of the recommended revisions to the County concurrent with the administrative draft Responses to Comments submittal.

Upon receipt of County input on the administrative draft responses, HELIX will prepare revised responses and submit ten hard copies and one electronic copy of the Responses to Comments to the County.

Final EIR

When directed by the County, HELIX will assemble the Final EIR (FEIR), including the DEIR (showing revisions as necessary), all comments received, responses to those comments and, as available, the minutes of the FEIR certification hearing. HELIX will submit 15 copies of the FEIR.

If requested by the County, HELIX will also prepare candidate CEQA Findings for each significant impact identified in the Final EIR. If there are significant impacts that cannot be mitigated, HELIX will prepare a draft Statement of Overriding Considerations (SOC).

Mitigation Monitoring and Reporting Program (MMRP)

The MMRP will be prepared pursuant to Public Resources Code §21081.6. For each mitigation measure, the MMRP will identify: the party(ies) responsible for funding and implementation, timeframe and mechanism for monitoring, and monitoring and performance criteria. To the extent possible, mitigation measures will be tied to existing County permits (e.g., grading permit, building permit, certificate of occupancy) to streamline project implementation. If any ongoing monitoring is necessary, the performance criteria and monitoring mechanisms will be clearly defined. This will include details such as frequency of monitoring actions, qualification of personnel conducting the monitoring, and the agency responsible for enforcement. HELIX will submit fifteen hard copies bound separately from the FEIR and one electronic copy of the MMRP.

5. Process Management

HELIX will actively manage the preparation of the EIR from start to finish from its Auburn office. Management tasks will consist of formal and informal communication with the applicant and its Project team, County staff, and other applicable agencies. Communication will take the form of telephone conversations, facsimiles, and e-mail. Other management responsibilities will include interfacing with the project team regarding Project description information, tracking budgets, and reviewing schedule progress. Quality assurance reviews of all major deliverables will be completed by Julie McCall and Dave Claycomb, **who are not to be replaced without County consent**, for submittal to the County; the budget for these reviews is included within each document preparation task listed above.

6. Meetings and Hearings

HELIX's Senior Project Manager, Project Manager, and/or Northern California Regional Manager Planner will attend up to four project meetings and five public meetings/hearings during the contract period.

B. Project Schedule and Cost

1. Schedule

HELIX will work with County staff to expedite completion of the CEQA compliance process pursuant to the schedule indicated in Attachment B of the Helix Environmental Planning October 31, 2011 proposal to prepare EIR for the Boca Quarry project, and as referenced in Exhibit "B" of this Contract.

2. Cost

Table 1. Summary of Cost

| Task Description | Estimated Cost |
|--|-----------------------|
| Task 1. Notice of Preparation and Scoping | \$3,815 |
| Task 2. Technical Studies/Document Review/Peer Review | \$44,908 |
| Task 3. Draft Environmental Impact Report (DEIR) | \$33,180 |
| Task 4. Final Environmental Impact Report (FEIR) | \$7,925 |
| Task 5. Process Management | \$6,153 |
| Task 6. Meetings and Hearings | \$9,351 |
| TOTAL Tasks 1-6 | \$104,332 |

3. List of All Necessary Information/Additional Assumptions and Limitations on Scope of Work

- The County will provide HELIX with current available digital baseline data for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .e00 (ArcInfo export coverages), or .shp (ArcView shapefiles). In some cases, .pdf files will be acceptable.
- The County will provide HELIX with digital aerial photo imagery of the Project site and adjacent areas.
- The County will provide HELIX with access to the Project site.
- The County will provide (or direct the applicant to provide) the following information: (1) the length of the major phases of construction: (site preparation and clearing, excavation, import/export of materials requirements, construction staging, duration of excavation in each area, erection of structures, finishing work); (2) the hours per day and days per week to which construction will be limited; (3) the designated route for truck traffic used to the site and construction staging areas; (4) specific equipment information and locations for installation at the site.
- The County will provide minutes of the FEIR certification hearing.
- HELIX's scope of services does not include producing transcripts of public meetings.
- Once preparation of the first drafts of the technical reports and/or the 1st Administrative Draft EIR has begun, no changes to the Project design will occur such that major revisions to the Project description or any re-analysis of any environmental issue will be required.
- The County is the only responsible agency with authority regarding the format and content of the technical studies and EIR. Conformance with the National Environmental Policy Act is not required.
- Detailed hazardous air pollutants/odor dispersion and health risk assessment modeling analyses will not be required for this Project. If a health risk assessment is deemed necessary, HELIX will inform County and a scope and cost estimate for this task will be prepared.

MS

EXHIBIT "B"
Schedule of Compensation and Delivery (Time Schedule)

1. The County will pay Contractor One Hundred Four Thousand Three Hundred Thirty-two Dollars (\$104,332.00) for the rendition of services as required under this Agreement.
 2. Said amount shall be paid according to the following schedule:
 - a) Fifty percent (50%) shall be paid upon the complete submittal of the Administrative Draft EIR to the County. The schedule for delivery of the Administrative Draft is approximately 16 weeks from the Notice to Proceed, following the contract approval date;
 - b) Twenty percent (20%) shall be paid upon the acceptance of the Draft EIR by the Planning Director for public distribution and review. The schedule for delivery of the Public Draft EIR is approximately two weeks after receipt of the second review of the Administrative Draft EIR – or approximately 24 weeks from the Notice to Proceed;
 - c) Twenty percent (20%) shall be paid upon final certification of the EIR;
 - d) Ten percent (10%) shall be paid upon the first occurrence of any of the following events:
 - i) If the Project is approved and no challenge to the adequacy of the certified EIR is filed, expiration of 30 days after filing of a Notice of Determination, or 181 days after the decision to approve if no Notice of Determination is filed.
 - ii) If the Project is denied after EIR certification and no appeal is filed, expiration of 15 days after the final decision to deny.
 - iii) If no final decision is made on the project and no challenge to the adequacy of the certified EIR is filed, expiration of 120 days after certification of the Final EIR by the lead agency of the County with jurisdiction over the Project.
- If timely challenge is made to the certified Final EIR, said ten percent (10%) shall be withheld and may be applied as necessary to reimburse the County for any expenses incurred to correct negligent errors or omissions for which the Contractor has warranted itself liable under paragraph 11. After reimbursement of the County for any and all expenses, and after the EIR is brought into compliance with the court order, any remaining balance of the ten percent (10%) shall be paid to the Contractor.
3. This Contract does not terminate before the events of 2.d above have occurred, unless terminated earlier as provided for in the agreement.

EXHIBIT "C"

SCHEDULE OF CHANGES

(Amendments and Additions to Contract)

Instruction: Use this Exhibit for any changes to the contract language in the template. When this exhibit is used, it must be signed by County Counsel.


Approved by County Counsel