



RESOLUTION No. 13-336

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE FIRST AMENDMENT, ADDING \$77,769, TO THE CONTRACT BETWEEN THE COUNTY AND HELIX ENVIRONMENTAL PLANNING FOR THE BOCA QUARRY EXPANSION PROJECT EIR (RESO 12-009), AND A RELATED 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, Amendment No. 1, effective July 16, 2013, adding \$77,769 to the January 10, 2012 contract between the County and Helix Environmental Planning (Resolution 12-009) pertaining to the preparation of an Environmental Impact Report (EIR11-001) for the Boca Quarry West Pit Expansion project. The amended contract amount shall not exceed \$182,101.

BE IT FURTHER RESOLVED that the Auditor-Controller is directed to amend the Fiscal Year 2013-14 Planning Department budget as follows:

Increase:					
Planning Department	1123	20708	325	2000/458010	\$77,769
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PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 16th day of July, 2013, by the following vote of said Board:

Ayes: Supervisors Nathan Beason, Edward Scofield, Terry Lamphier, Hank Weston, and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

DONNA LANDI
Clerk of the Board of Supervisors

By: Jake Patton Hunter, Deputy

Hank Weston
Hank Weston, Chair

07/16/2013 cc: AC*
Planning*

PERSONAL SERVICES CONTRACT

County of Nevada, California

AMENDMENT NO. 1 TO THE PERSONAL SERVICES CONTRACT WITH HELIX ENVIRONMENTAL PLANNING FOR PREPARATION OF THE BOCA QUARRY ENVIRONMENTAL IMPACT REPORT (EIR-001) ON BEHALF OF TEICHERT AGGREGATES

THIS AMENDMENT NO. 1 is made and is effective as of July 16, 2013, by and between Helix Environmental Services ("Contractor"), and the County of Nevada ("County"). This Amendment No. 1 amends the Personal Services Contract between the parties for preparation of the Boca Quarry Environmental Impact Report on behalf of Teichert Aggregates, approved on January 10, 2012, by Resolution 12-009 ("Agreement")

WHEREAS:

- A. The parties have entered into an Agreement for the preparation of an Environmental Impact Report on behalf of Teichert Aggregates; and,
- B. Additional environmental impacts have been identified that warrant further analyses and partial recirculation of the Environmental Impact Report; and
- C. The parties now seek to amend the Exhibit "A" Schedule of Services to provide for the preparation of a revised Environmental Impact Report, and the Exhibit "B" Schedule of Charges and Payments to increase the contract price by \$77,769, for a maximum contract price of \$182,101.

NOW, THEREFORE, IT IS AGREED by the parties as follows:

- 1. That the Exhibit "A" Schedule of Services is hereby amended in its entirety, as set forth and attached hereto in Exhibit "A."
- 2. That the Exhibit "B" Schedule for Compensation and Delivery is hereby amended to increase the contract price by \$77,769 for a maximum contract price of \$182,101, as set forth and attached hereto in Exhibit "B."
- 3. That in all other respects the prior Agreement of the parties shall remain in full force and effect except as amended herein.

EXECUTION:

CONTRACTOR

Helix Environmental Planning

Name: Michael Schwerin

Title: CEO

Dated: July 2, 2013

COUNTY OF NEVADA

Name: Hank Weston

Chair, Board of Supervisors

Dated: 8-5-13

Attest: Donna Landi

Donna Landi
Clerk of the Board

EXHIBIT "A" AMENDED SCOPE OF SERVICES

Task 1 Prior Work and Previous Services

Greenhouse Gas (GHG) Emission Analysis. HELIX received a revised GHG emission inventory report from APS dated May 2012. HELIX's project manager and air quality specialist participated in three conference calls with County staff, project applicant, and APS, in which the issues regarding the GHG emissions were discussed. An additional peer review of the 2nd (revised) GHG analysis prepared by APS was necessary. The technical document prepared by APS did not provide the required CEQA GHG contents for the Draft EIR; it only provided the GHG emission inventory analysis. Therefore, additional time was required for the GHG section of the EIR including preparation of a brief overview of climate change science, a summary of predicted GHG emissions and impacts globally and within California, the regulatory framework in California and the United States, and expected future actions of the California Air Resources Board (CARB) in regulation of GHG emissions. This background information provided by HELIX also addressed the cumulative context for an assessment of climate change by presenting an overview of global, state, and local emissions. Local GHG emission background information was obtained from CARB.

HELIX prepared a discussion of the potential GHG emission impacts using the emission inventory data provided by APS. This discussion included a description of the methodology used to estimate GHG emission impacts. The impacts section identified the criteria and thresholds for determining the significance of GHG impacts, based on thresholds agreed upon with the County. Significance criteria were based on discussions with the County staff, and relied upon several information sources including CAPCOA guidance documents, CEQA and Climate Change, and Quantifying Greenhouse Gas Mitigation Measures.

Biological Analysis. The applicant's biological consultant, Ecosynthesis, provided a biological inventory of the Project area; however, the inventory did not include a biological impact analysis. As a result, additional work was required by HELIX in order to prepare the EIR section. This involved coordinating with Ecosynthesis and quantifying the Project's impacts based on the available baseline information. GIS was used to perform the analysis and graphics were produced. Additionally, a wetland delineation was conducted by Ecosynthesis during the draft EIR process and it was necessary to incorporate this new information into the EIR document late in the process requiring modifications to the section.

3rd Screencheck Draft EIR. The original scope of work included preparation of an Administrative Draft EIR with one set of revisions in response to County and Client comments. County Counsel comments were provided after preparation of the 2nd Administrative Draft EIR and required an additional set of revisions. This task involved a minor amount of communication with County staff and edits to the public review draft EIR in the areas of aesthetics, greenhouse gas emissions, and traffic.

Task 2 Preparation of Revised Administrative Draft EIR

HELIX will prepare the Revised 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 comments received on the circulated DEIR in 2012. The revised

DEIR will be recirculated for public review by the County in accordance with State CEQA Guidelines Section 15088.5. The DEIR structure will be the same as the previously circulated DEIR.

Based on several of the issues of concern raised by the comments on the previously circulated DEIR, it is anticipated that the DEIR will include expanded analyses of noise, traffic circulation, biological resources, aesthetics and alternatives. Our general approach to these issues and report sections is summarized below. The DEIR to be recirculated will include all prior report sections-that is the entire document will be recirculated.

Aesthetics. This section of the EIR will be expanded to include an analysis of the Project's impacts to additional sensitive view points. Applicable mitigation measures available to further reduce visual impacts will be discussed, as necessary.

Air Quality. This discussion will not be modified from the version contained in the previously circulated DEIR.

Biological Resources. The discussion will be expanded to address potential "road kill" along West Hinton Road and Stampede Meadows Road, as well as potential impacts due to the resolution of potential site distance and bicycle safety issues. This analysis will specifically address the potential effects to deer migrations in the project area.

Geology/Soils. HELIX will modify this section slightly to clarify mitigation measures.

Water Supply/Hydrology. This section will be revised to address the issue raised in the "Mooney" appeal letter regarding water rights related to the use of the existing spring water for mine operations.

Noise. This section will be based on the revised noise study to be prepared by Bollard Associates, Inc. The EIR discussion will summarize the results of the noise impact analysis and will incorporate recommendations for mitigation measures to minimize project impacts. In particular, it is anticipated that a number of new sensitive receptors will be analyzed, including additional baseline data collection and impact modeling.

Transportation and Circulation. This section will be based on revised traffic impact analysis to be prepared by LSC Transportation Consultants, Inc. The EIR discussion will summarize the results of the traffic impact analysis and recommendations for roadway improvements to avoid or minimize Project impacts. In particular, the discussions of site distance, bicycle safety and cumulative impacts will be expanded, including a discussion of access to the easterly side of the West Hinton/Hinton Roads subsequent to bridge removal.

Alternatives. HELIX staff will work in consultation with County staff to develop at least one additional alternative to the proposed Project in response to identified project impacts. At this time it is anticipated that a "No Ridgeline" or "Reduced Footprint" alternative will be analyzed.

Other Sections. It is anticipated the revisions will be made to the following sections of the previously circulated DEIR: Executive Summary, Introduction, Project Description, and Cumulative Impacts. The other DEIR sections will remain unchanged.

MJ

Administrative Revised Draft EIR (ADEIR)

HELIX will submit five (5) hard copies and one (1) electronic copy of the ADEIR, including technical appendices, for County review.

Second Administrative Draft EIR (Screencheck Revised Draft EIR)

HELIX will revise the ADEIR in response to County comments and prepare a Second ADEIR for County review. HELIX will submit five (5) hard copies and one (1) electronic copy of the Second ADEIR, including technical appendices, to the County.

Task 3 Preparation of Draft EIR

HELIX will complete final revisions based on County comments on the Second ADEIR and prepare the Draft EIR for public review. 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 (25) hard copies and twenty-five (25) electronic copies (on CD) of the Draft EIR.

HELIX will actively manage the preparation of the Revised EIR from our Folsom office. Management tasks will consist of formal and informal communication with the applicant and its Project team, County staff, and other participants. Communication will take the form of telephone conversations, meetings 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 will not be replaced without County consent, for submittal to the County. HELIX's Project Manager and/or Northern California Regional Manager will attend up to two additional public meetings/hearings during the expanded contract period.

Task 4 Certification of the Final EIR

Responses to Comments

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 (5) copies and one (1) 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 (10) hard copies and one (1) 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 fifteen (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).

Revised Mitigation Monitoring and Reporting Program (MMRP)

The MMRP will be revised 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 (15) hard copies bound separately from the FEIR and one (1) electronic copy of the MMRP.

Task 5 Final Payment

The terms of the Final Payment are described in the attached Exhibit "B".

B. Project Schedule and Cost

1. Schedule

HELIX will work with the County to expedite completion of the Project's CEQA compliance process. Work will begin upon full execution of a contract amendment.

2. Cost

Table 1. Summary of Costs

Task Description	Estimated Cost
Task 1. Prior Work and Previous Services	\$34,166.40
Task 2. Revised Administrative Draft EIR	\$32,234.50
Task 3. Preparation of Draft EIR	\$12,893.80
Task 4. Certification of the Final EIR	\$12,893.80
Task 5. Final Payment	\$16,880.10
TOTAL Tasks 1-5	\$109,068.60

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

- HELIX's scope of services does not include producing transcripts of public meetings.
- The County is the Lead Agency with authority regarding the format and content of the technical studies and EIR.
- Detailed analysis of the proposed bike lane improvements are not including in this scope of work. For example, general biology surveys, sensitive species surveys, jurisdictional delineations and archaeology surveys are not included in this scope of work.
- HELIX will not conduct any additional analyses in the technical areas of noise, air quality or greenhouse gases.

EXHIBIT "B"
SCHEDULE OF COMPENSATION AND DELIVERY (TIME SCHEDULE)

1. The County will pay Contractor an additional Seventy Seven Thousand Seven Hundred Sixty Nine dollars (\$77,769) for the rendition of services provided under this contract amendment. The new total contract amount is \$182,101.
 2. Said additional contract amount shall be paid according to the following schedule:
 - a) Task 1, Extra Services (\$13,300), as well as a portion of the remaining funds not yet invoiced in the original base contract (\$20,866.40), shall be paid upon contract amendment execution. The total due Contractor upon contract amendment execution is \$34,166.40.
 - b) Task 2, Revised Draft EIR (\$32,234.50), shall be paid upon the complete submittal of the Revised Administrative Draft EIR to the County. The schedule for delivery of the Revised Administrative
 - c) Task 3, Revised Draft EIR (\$12,893.80), shall be paid upon the acceptance of the Revised Final EIR by the Planning Director for distribution to the decision-making body for certification.
 - d) Task 4, Certification of the Final EIR (\$12,893.80) shall be paid upon Final EIR certification by the Board of Supervisors.
 - e) Task 5, Final Payment (\$16,880.10) 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 \$16,880.10 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 such expenses, and after the EIR is brought into compliance with the court order, any remaining balance 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.