

PERSONAL SERVICES CONTRACT

County of Nevada, California

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

Michael Baker International, 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 the Dollar General Environmental Impact Report (EIR15-001) on behalf of Simon CRE**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$151,205.00
(§3) **Contract Beginning Date:** 11/10/2015 **Contract Termination Date:** 12/31/2016
(§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> </u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u>X</u>	<u> </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:	County of Nevada:
Michael Baker International, Inc.	950 Maidu Avenue
2729 Prospect Park Drive, Suite 220	Nevada City, California 95959
Rancho Cordova, CA 95670	
 Contact Person: Philip O. Carter (916) 361-8384 e-mail: pcarter@mbakerintl.com	 Contact Person: Tyler Barrington (530) 470-2723 e-mail: Tyler.Barrington@co.nevada.ca.us Org Code:1123 20708 325 2000

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u>X</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> Indiv.,	<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>X</u>	<u> </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. 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.

MICHAEL BAKER INTERNATIONAL, INC.
CONTRACTOR:

Name: Philip O. Carter
Title: Vice President

Dated: _____

COUNTY OF NEVADA:

Honorable Ed Scofield
Chair, Board of Supervisors

Dated: _____

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

EXHIBIT "A"

SCOPE OF SERVICES

The schedule provided herein may be extended by County staff if appropriate and reasonable and if the delay is not due to the fault of the contractor.

Task 1: Project Initiation and Kickoff Meeting

We will coordinate with the applicant team and County staff to confirm the project schedule, lines of communication, key points of contact, and any refinement to the scope of work for the EIR. The applicant team will provide any updated technical studies or site plans to this meeting. We will provide meeting notes and identification of follow-up actions to the County and applicant team.

Deliverables: Project kickoff meeting
Meetings: Meeting notes
Schedule: One week from authorization to proceed

Task 2: Notice of Preparation, Scoping Meeting, and Initiation of AB 52

Michael Baker International will prepare a draft and final (based on edits from the County) Notice of Preparation (NOP) for the project based on a format consistent with County expectations. The NOP will define the anticipated scope of the EIR and what environmental issues will not be further evaluated in the EIR (e.g., agricultural resources and mineral resources).

We will assist the County in conducting up to four public scoping meetings (one public agency scoping meeting for each site and one before the Planning Commission). This will include the project manager making a presentation on the content of the NOP and the EIR review process. In addition, we will assist the County with Native American consultation consistent with AB 52, which went into effect on July 1, 2015, should a tribe request consultation. This will include providing County staff with draft correspondence to initiate the consultation on the three store sites. Note that AB 52 requires a direct government to tribe consultation process that cannot be delegated solely to the EIR consultant.

Deliverables: Seven (7) copies of the draft NOP and fifty (50) hard copies and CD copy of the public NOP, including a version in Word. Submittal to the State Clearinghouse of the NOP with the Notice of Completion. Provision of draft correspondence for AB 52 consultation.
Meetings: Four project scoping meetings
Schedule: Draft NOP: 2 weeks
County review of Draft NOP: 2 weeks
Public release of NOP: 1 week
30-day NOP public review period (includes scoping meetings)

Task 3: Administrative Draft EIR

Peer Review of Technical Studies

Preparation of the EIR will include documentation of peer review (technical memorandums) of the technical studies prepared for three proposed store sites that address air quality, biological resources, cultural resources, geotechnical issues, economic effects, greenhouse gas emissions, hydrology (drainage and water quality), noise, and traffic. Based on a preliminary review of the technical studies, there appears to be adequate information and analyses to be used in the EIR without the need to substantially revise the reports. We will provide our review of these reports to demonstrate independent third-party review and will largely base the technical analysis on their information and conclusions.

The EIR will be consistent with CEQA and County requirements. This will include a preliminary environmental conclusions memo to accompany the first ADEIR submittal.

Preparation of the Administrative Draft EIR (ADEIR)

The EIR will be prepared to address all aspects of the project and will contain the following chapters:

Executive Summary

This section will include a brief description of the three proposed store sites and overview on the EIR's function as a project-level EIR for all three proposed store sites. An impact summary table, which lists all of the potential impacts identified in the EIR by topic, along with the corresponding mitigation measures and the level of significance after mitigation, will be provided. This table will also be organized to identify impacts specific to each proposed store site.

Introduction

This brief introductory section will discuss the legal authority for preparing the EIR under CEQA and will describe the County's environmental review process. The introduction will also identify the EIR's function as a project-level EIR for all three proposed store sites, an overview of how the impact analysis is organized, and a list of issues addressed in the EIR, as well as those issues that clearly do not pertain.

Project Description

The description of the proposed project will begin with an overview of existing conditions on the three sites and in the surrounding area to provide a context for the project description. The project description will include a statement of project objectives, as required under CEQA. The project description will also include subsections which contain a detailed description of each proposed store site regarding site design, construction activities, utility provision, and requested entitlements.

The EIR Project Description will be submitted to the County at the start of Task 3 to confirm that all project details are addressed in a manner acceptable to the County.

Environmental Setting, Impacts, and Mitigation Measures

This is the main chapter of the Draft EIR and will include separate sections for each environmental topic. Determinations regarding levels of significance will be developed for each issue area analyzed in the Draft EIR. The project impact and mitigation measure discussion will be divided into subsections addressing each of the proposed store sites separately. The environmental issue areas to be evaluated in the Draft EIR are described below.

Aesthetics/Light and Glare

The aesthetics analysis will consist of conducting a field review of public views of each site. Photographs of existing visual conditions will be provided. The impact analysis will focus on how each of the proposed store sites would alter the visual character of these public views and whether the project would substantially negatively alter public views and/or become a new source of light or glare. Consistency with the County Zoning Ordinance and other applicable plans for design and lighting is assumed. Mitigation measures will be identified to address any significant impacts.

Air Quality

The project applicant has had air quality studies completed for each of the proposed store sites, with the exception of the Penn Valley site. We will utilize the air quality studies to address project construction and operational impacts and will conduct air quality modeling for the Penn Valley site using CalEEMod, should the applicant not provide a study for this site. Given the rural condition of all three sites, no operational air toxic contaminant or odor issues or exposure is expected. The EIR air quality impact analysis will include a description of the existing air quality environment. The discussion of the existing air quality setting will also include a general discussion of health and welfare impacts commonly associated with air pollutants, applicable air quality regulatory framework, standards, and significance thresholds. The analysis of air quality impacts will be based on the Northern Sierra Air Quality Management District (NSAQMD)-recommended methodologies and thresholds of significance.

Biological Resources

We will utilize the project applicant biological resource technical studies and wetland delineation report (Penn Valley site) in the preparation of this EIR section. The EIR will include habitat mapping, database and literature search on wildlife and plant species of concern, and field review of site to confirm technical

studies determinations. The impact analysis will focus on plant and wildlife species with potential to occur on the site, tree removal, and potential impacts to natural habitats as well as County standards for landmark oak groves and trees and wetland resources (applicant is proposing Management Plans to address biological resource impacts on the Alta Sierra and Penn Valley sites). Mitigation measures will be identified to address any significant impacts.

Cultural Resources

The project applicant has had archaeological studies completed for each of the proposed store sites, with the exception of the Penn Valley site. We will utilize these studies to address project impacts and will evaluate cultural resource impacts for the Penn Valley site. We will assist the County as needed on any Native American consultation that is triggered through AB 52.

Geology and Soils

Geotechnical analysis has been prepared for all three sites, which will be used to address geologic stability, soil erosion, septic system suitability, and potential measures to address issues. Mitigation measures based on the technical report recommendations as well as County standards will be identified to address any significant impacts.

Greenhouse Gas Emissions/Climate Change

The project applicant has had greenhouse gas analysis studies completed for each of the proposed store sites, with the exception of the Penn Valley site. We will utilize the greenhouse gas analysis studies to address impacts and will conduct greenhouse gas analysis modeling for construction and operations for the Penn Valley site using CalEEMod should the applicant not provide a study for this site. The EIR section will address any potential changes on state requirements to address greenhouse emission reductions beyond the year 2020 (proposed Senate Bill 32).

Hydrology and Water Quality

The EIR will address potential construction and operational water quality impacts from the store sites. The EIR will discuss changes in drainage from site redevelopment, and we will utilize available drainage studies (Penn Valley site currently does not have a drainage study). In addition, the EIR will discuss any potential impacts to groundwater conditions from septic system operation. The analysis will utilize requirements of Nevada County Zoning Ordinance provisions set forth under Article 4 – Comprehensive Site Development Standards Water. Mitigation measures will be identified for any significant impacts.

Land Use and Planning

While no significant physical environmental impacts associated with land use are expected, the EIR will address each store site's consistency with the Penn Valley Area Plan, County General Plan, Zoning Ordinance standards, and other applicable standards. The land use section of the Draft EIR will also include an impact discussion associated with the potential for the projects to result in blight based on a review of the economic reports by a member of Michael Baker's Municipal Finance team. The impact discussion will focus on the potential for the projects to result in the closing of existing businesses, which in turn could result in physical deterioration of those closed businesses.

Noise

The project applicant has had noise studies completed for each of the proposed store sites, with the exception of the Penn Valley site. We will utilize these studies to address project construction and operational (e.g., traffic noise and stationary noise sources) impacts and will conduct noise analysis for the Penn Valley site should the applicant not provide a study for this site. The discussion of the existing noise setting will also include a general discussion of existing noise sources, applicable noise regulatory framework, standards, and significance thresholds.

Transportation and Circulation

The EIR will utilize the traffic studies that have been prepared for all three store sites and summarize the findings regarding traffic operations, queuing impacts, traffic safety, and parking. Mitigation measures based on the technical report will be identified to address potential impacts.

Public Services/Utilities

The EIR will focus on potential environmental effects associated with the provision of services to the site, including the extension of water supply service, septic system/sewer service, fire protection, and other utilities. Energy impact analysis will be consistent with CEQA Guidelines Appendix F.

Environmental Impacts Not Determined to Be Significant

This section of the EIR will provide a brief but detailed analysis that the project would not result significant impacts in the following environmental issue areas:

- Agricultural and Forestry Resources
- Hazards
- Mineral Resources
- Population/Housing

Cumulative Impacts

As required under the CEQA Guidelines, the potential impacts of the three proposed store sites combined with the incremental effects of other approved, proposed, and reasonably foreseeable projects in the region will be addressed. The cumulative environmental impacts of the three proposed store sites in addition to the combined environmental impacts of past land use activities, existing conditions, and planned development will be carefully evaluated. The focus of the analysis will be to determine if any of the proposed store sites (or a combination of the sites) results in a cumulatively considerable increase in a cumulative environmental impact that requires mitigation. The cumulative analysis will include quantitative and qualitative assessment of cumulative effects of the proposed project as determined in consultation with County staff.

Alternatives

The alternatives section of the Draft EIR will be prepared in accordance with CEQA Guidelines Section 15126(d) and will focus on up to three alternatives capable of eliminating or reducing significant adverse environmental effects for each of the proposed store sites. The analysis will consist of three separate alternative analyses in the Draft EIR and the identification of an environmentally superior alternative for each of the proposed store sites. Project alternatives to be evaluated will be determined in consultation with County staff. Each alternative will be described in sufficient detail to provide a basis for the comparative impact evaluation.

Other CEQA Requirements

This section will provide brief discussions of other topics specifically mandated by CEQA, as follows: Unavoidable Significant Impacts (if any are identified) and Growth-Inducing Impacts of the Proposed Project.

- Deliverables:** EIR Project Description electronically in Word; Seven (7) copies of the ADEIR and a CD copy in Word; technical memorandums of peer reviews of applicant technical studies electronically in Word
- Meetings:** Conference calls as needed
- Schedule:** EIR Project Description to County: provided 1 week after close of NOP comment period
ADEIR and peer review technical memorandums submitted at Week 13

Task 4 – Revise Document and Prepare Draft EIR

Upon receiving comments on the ADEIR from the County, we will prepare a memo describing changes to the ADEIR that were made in response to comments in addition to a screencheck Draft EIR for final approval for public release. We will prepare the Draft EIR (DEIR), Notice of Availability, and Notice of Completion for County distribution and will be responsible for distribution of the DEIR to the State Clearinghouse. The County will distribute the Notice of Availability. We will attend and help present the DEIR at one public meeting during the 45-day public review period.

- Deliverables:** Seven (7) copies of the screencheck DEIR and a CD copy in Word with associated technical memorandum; fifty (50) copies of the DEIR and a CD version in Word and PDF; Notice of Availability and Notice of Completion

Meetings: Attendance at the DEIR public meeting
Schedule: County review ADEIR: 30 days
Submittal of screencheck Draft EIR to County: 2 weeks
County review of screencheck Draft EIR: 2 weeks
Public release of Draft EIR: 1 week
45-day Draft EIR public review period (includes public meeting)

Task 5 – Administrative Final EIR/Response to Comments

The Administrative Final EIR (AFEIR)/Response to Comments will be a single, complete document with the complete revised text of the DEIR, indicating changes with shading/highlighting (additions) and strikeout (deletions), in addition to comment letters and responses. The Final EIR will segregate out comments and responses to those comments into the following groupings:

- Comments and responses to those comments that are made in regard to the overall consideration of three Dollar General stores in the county, but do not address site-specific issues.
- Comments and responses to those comments specific to the Alta Sierra Site.
- Comments and responses to those comments specific to the Grass Valley-West Site.
- Comments and responses to those comments specific to the Penn Valley Site.

The AFEIR/Response to Comments will be provided to the County for review. With respect to the AFEIR and response to comments, we anticipate a maximum of 100 comment letters of normal detail (two to three pages in length).

Deliverables: Five (5) copies of the AFEIR/Response to Comments and a CD copy in Word
Meetings: Meeting to go over comments on the DEIR and conference calls as needed
Schedule: Submittal of AFEIR to County: 4 weeks

Task 6 – FEIR, CEQA Findings, and Mitigation Monitoring Reporting Program

Upon receiving comments on the AFEIR/Response to Comments, we will make revisions and provide a revised Final EIR (FEIR)/revised Response to Comments for final County approval. The minutes of the Final EIR certification hearings will be incorporated into the final version of the document.

We will prepare and submit an electronic version of the draft CEQA Findings of Fact and Statement of Overriding Considerations (if required), and final version of the Mitigation Monitoring and Reporting Program (MMRP), and the associated resolutions consistent with the County's preferred format. In addition to the MMRP, we will convert the format of the mitigation measures into conditions for project approval. Upon receiving County comments, we will submit an electronic version of the final CEQA Findings of Fact and Statement of Overriding Considerations, MMRP, and associated resolutions.

Deliverables: Ten (10) copies of the revised FEIR/revised Response to Comments; fifteen (15) copies of the FEIR and CD version in Word and PDF; electronic version of draft and final versions of CEQA Findings and fifteen (15) copies of the MMRP
Meetings: Conference calls as needed
Schedule: County review of AFEIR/Response to Comments complete: 3 weeks
Submittal of revised FEIR/revised Response to Comments, draft CEQA Findings, and MMRP to County: 2 weeks
Provision of FEIR, CEQA Findings, and MMRP to County: 1 week

Task 7 – Meetings

The project manager and project director will attend project meetings and hearings noted above as well as the following:

- Two (2) Planning Commission meetings for project consideration and presentation of the FEIR
- One (1) Board of Supervisor meeting (if appealed)

- Up to three (3) in-person meetings with applicant and County staff as well as conference calls on an as-needed basis.

Deliverables: Meeting notes as needed

Meetings: Total of three (3) public meetings, three (3) in-person meetings with applicant and County staff, and conference calls on an as-needed basis.

Schedule: As scheduled

EXHIBIT "B"

Schedule of Compensation

1. The County will pay Contractor One Hundred Fifty-one Thousand Two Hundred Five Dollars (\$151,205.00) 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 submittal of the Administrative Draft EIR to the County;
 - b) Twenty percent (20%) shall be paid upon the acceptance of the Draft EIR by the Planning Director for public distribution and review;
 - c) Twenty percent (20%) shall be paid upon submission of the final 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.
 - iv) If the EIR is not certified within 90 days after the second Board of Supervisors meeting due to no fault of Contractor.
 - v) If Applicant withdraws the Project.
 - vi) If none of the above in 2.d.i through 2.d.v occur through no fault of Contractor within 181 days after submission of the final EIR, County shall release all remaining monies due Contractor for services properly performed, not yet paid. Payment of remaining monies due Contractor does not terminate this Contract.

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 is 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.

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.

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

The following paragraphs are hereby modified and replaced to read as follows:

Revised Paragraph 1 to read:

Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to the performance schedule as set forth in Exhibit "B" (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. Unless such action or proceeding is due to Contractor's negligence or willful misconduct, County agrees to reimburse Contractor on a time and materials basis at Contractor's standard rates.

Revised Paragraph 8 to read:

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 reasonably 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.

Revised Paragraph 9 to read:

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 reasonably acceptable to County.

Revised Paragraph 10 to read:

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. Contractor shall provide five (5) years of "tail" coverage which shall remain in effect for a period of five (5) years from the termination of the contract.

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.)

Revised Paragraph 11 to read:

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 designated volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and reasonable attorney fees of litigation) to the extent caused by the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the negligence or willful misconduct of County or its officers, officials, employees, agents and designated volunteers.

County shall indemnify, defend and hold harmless the Contractor and its officers, officials, employees, agents and subconsultants from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and reasonable attorney fees of litigation) to the extent caused by the negligent act, willful misconduct, or error or omission of County, except such loss or damage which was caused by the negligence or willful misconduct of Contractor or its officers, officials, employees, agents and subconsultants.

Revised Paragraph 13 to read:

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, which shall not be unreasonably withheld, conditioned or delayed. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County, which shall not be unreasonably withheld, conditioned or delayed if personnel leaves the employment of the Contractor or for reasons outside the control of the Contractor.

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.

Revised Paragraph 20 to read:

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, fire, flood or other natural catastrophe, strikes, labor disputes, national emergency, insurrection, riot, war 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.

Revised Paragraph 22 to read:

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. Contractor shall not be liable to County for County's modification or re-use of the Intellectual Property for purposes other than those contemplated by this Contract.

Revised Paragraph 25 to read:

Compliance with Applicable Laws:

The Contractor shall comply with any and all applicable federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a conflict between such laws, codes, ordinances, rules or regulations arises, thereby causing Contractor to not comply with the terms of this section, Contractor will advise County of the situation in writing at which time both parties shall work together to seek resolution.

Approved as to Form:

County Counsel