



# **RESOLUTION No. 19-115**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING AMENDMENT NO. 3 TO THE CONTRACT BETWEEN THE COUNTY OF NEVADA AND HELIX ENVIRONMENTAL PLANNING FOR THE BOCA QUARRY EXPANSION PROJECT ENVIRONMENTAL IMPACT REPORT AND AMENDING THE FISCAL YEAR 2018/19 PLANNING DEPARTMENT BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, the Board of Supervisors on January 10, 2012 approved Resolution 12-009, which authorized a contract between the County of Nevada and Helix Environmental Planning (Helix) pertaining to the preparation of an Environmental Impact Report (EIR11-001) consistent with the California Environmental Quality Act for Teichert Aggregates Inc., Boca Quarry Expansion project. Teichert proposes a Use Permit (U11-008) to expand their existing permitted quarry operations (East Pit) to include an additional adjacent area of 118 acres (West Pit). The environmental analysis also includes an assessment of the Reclamation Plan (RP11-001) and the disclosure of the Draft Development Agreement providing public benefit between the County and Teichert, (collectively "the proposed Project"); and

WHEREAS, the parties have entered into an agreement for the preparation of an Environmental Impact Report on behalf of Teichert Aggregates; and

WHEREAS, the original contract (Resolution 12-009), was previously amended with the adoption of Resolution 13-336, Amendment No. 1 and Resolution 17-460, Amendment No. 2; and

WHEREAS, Helix Environmental Planning has requested a contract budget amendment to cover additional administrative and project management efforts, the inclusion of new studies and resource sections in the document, and the cost for production/printing of both the Draft Environmental Impact Report (DEIR) and the Final Environmental Impact Report (FEIR) as detailed in attached Exhibit "A" Amended Scope of Services and Schedule and Exhibit "B" Schedule of Compensation and Delivery; and

WHEREAS, the Environmental Impact Report (EIR) has not been completed thus requiring an extension of the expiration date to December 31, 2019; and

WHEREAS, Helix Environmental Planning has completed the Administrative Draft EIR; and

WHEREAS, Helix Environmental Planning's remaining tasks to be completed in the next six months will include the Draft EIR for public circulation, receipt of public comment, cataloguing and responses to all public comments, preparation of the Final EIR and participation in the public hearings to certify the Final EIR; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the County Board of Supervisors:

1. Approves Contract Amendment No. 3 and authorizes the Chair of the Board of Supervisors to execute, on behalf of the County of Nevada, the amendment between Nevada County and Helix Environmental Planning.
2. Approves the amendment of the contract budget by \$86,070 which brings the total contract amount to \$365,671.
3. Approves the extension of the contract expiration date to December 31, 2019.

BE IT FURTHER RESOLVED that the Auditor-Controller is directed to amend the Fiscal Year 2018/19 Planning Department budget as follows:

Increase:

Planning Department	1123 20708 325 2000/458010	\$86,070
Planning Department	1123 20708 325 2000/521520	\$86,070

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 26th day of March, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

3/26/2019 cc: Planning\*  
AC\*(hold)



Richard Anderson, Chair

4/1/2019 cc: Planning\*  
AC\*(release)  
HEP

**PERSONAL SERVICES CONTRACT**

County of Nevada, California

**AMENDMENT NO. 3 TO THE PERSONAL SERVICES CONTRACT WITH HELIX ENVIRONMENTAL PLANNING  
FOR PREPARATION OF THE BOCA QUARRY ENVIRONMENTAL IMPACT REPORT (EIR11-001) ON BEHALF  
OF TEICHERT AGGREGATES**

THIS AMENDMENT NO. 3 is made and is effective as of March 26, 2019, by and between Helix Environmental Services ("Contractor"), and the County of Nevada ("County"). This Amendment No. 3 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; amended on July 16, 2013 by Resolution 13-336; and amended on September 12, 2017, Resolution 17-460 ("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 analysis and revisions to the draft Environmental Impact Report are required; and
- C. The parties now seek to amend the Exhibit "A" Amended Scope of Services and Exhibit "B" to provide for the preparation of a revised Environmental Impact Report, to increase the contract price by \$86,070, for a maximum contract price of \$365,671.

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

- 1. This amendment shall be effective as of March 26, 2019.
- 2. That the Exhibit "A" Amended Scope of Services is hereby amended in its entirety including compensation, payment procedures and schedule, as set forth and attached hereto in Exhibit "A."
- 3. That the Exhibit "B" Schedule for Compensation and Delivery is hereby amended to increase the contract price by \$86,070 for a maximum contract price of \$365,671, as set forth and attached hereto in Exhibit "B."
- 4. 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: David W. Claycomb  
Title: Northern CA Regional Mgr.  
Dated: 3-26-19

**COUNTY OF NEVADA**

Name: mm  
Chair, Board of Supervisors  
Dated: 4/1/2019

Attest: Julie Patterson-Hunter  
Julie Patterson-Hunter

**EXHIBIT "A"**  
**AMENDED SCOPE OF SERVICES**

**Task 1 – General Management and Meetings**

HELIX provides general project management including participating in meetings, providing meeting notes, tracking and coordinating with Client and the project applicant regarding project information information/clarification, schedule, and other tasks. Management responsibilities include tracking budgets and internal coordination regarding deliverables and their status. HELIX also relies on this task to conduct quality control/quality assurance reviews of deliverables produced by HELIX, and technical reports prepared by others, prior to their submittal to the Client.

The Amendment #2 contract included a schedule which estimated approximately 9 to 10-month timeframe for the duration of the contract. The project schedule has subsequently extended from September 2017 to current (16 months), with approximately six more months anticipated until project completion. The extended contract has required additional regular communications, ongoing coordination with the County, the applicant, plus oversight of our in-house technical team. The on-going flux of the project description details and report revisions (both HELIX's and the applicant's studies) resulted in an unanticipated and on-going management effort. HELIX requests an amendment to cover costs accrued while providing services under this task and to provide continued management services throughout the length of this contract., HELIX proposes to participate in up to two additional in-person meetings in Nevada County.

Contract Amendment No. 2 Budget:	\$13,000
<u>Additional Budget Requested:</u>	<u>\$42,500</u>
Amendment #3 Total Task 1	\$55,500

**Task 2 — Revised Administrative Draft EIR**

Under this task, HELIX is responsible for preparing the Revised Draft EIR. Task 2 of the current contract notes the sections expected to be updated and included a site visit. The revisions include:

- Revisions to Chapters 1 – 3 to clarify and verify the project description and project history. Addition of the Development Agreement to the project description and analysis, addition of the Timber Harvest Plan to the project description and analysis, subsequent addition of the Hazard storage to the project description and analysis.
- HELIX received comments from the County to analyze cultural resources and hazardous materials in detail in the EIR (these issues were previously discussed in Section 9, Effects Found Not to be Significant).

Contract Amendment No. 2 Budget:	\$21,000
<u>Total Additional Budget Requested:</u>	<u>\$33,570</u>
Amendment #3 Total Task 2	\$54,570

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### Task 7 – Hardcopy Production and Delivery

At the request of the County, 17 hardcopies of the Draft EIR for Public Review and 17 hardcopies of the Final EIR will be prepared (with appendices only provided on a CD attached to each copy), delivered to the County and separate DEIR CDs delivered to the State Clearinghouse. This is a new task not included in Amendment No. 2.

Contract Amendment # 2 Budget: \$0  
Total Additional Budget Requested: \$10,000  
Amendment #3 Total Task 7 \$10,000

#### Task 7 Deliverables:

- 17 hardcopies of the Draft EIR for Public Review (with appendices only provided on a CD attached to each copy) submitted to the County and DEIR CDs submitted to State Clearinghouse.
- 17 hardcopies of the Final EIR (with appendices only provided on a CD attached to each copy) submitted to the County.

Note: All terms of Amendment #2 contract language remains in place except where the above Amendment #3 changes supersede.

**TABLE 2.**  
**AMENDMENT REQUEST COST BY TASK AND TOTAL COMBINED WITH AMENDMENT NO. 2**

Task	Amendment No. 2 Contract Budget	Budget Amendment Requested	Total Budget
Task 1 – General Management and Meetings	\$13,000	\$42,500	\$55,500
Task 2 – Revised Administrative Draft EIR	\$21,000	\$33,570	\$54,570
Task 3 – Preparation of Draft EIR for Public Review	\$14,300	\$0	\$14,300
Task 4 – Final EIR	\$15,600	\$0	\$15,600
Task 5 – Public Hearing(s)	\$5,200	\$0	\$5,200
Task 6a – Peer Review Technical Studies Prepared by Others	\$9,100	\$0	\$9,100
Task 6b – Air Quality/GHG Emission Technical Report	\$11,300	\$0	\$11,300
Task 6c – Water Supply Assessment	\$5,000	\$0	\$5,000
Task 6d – Cultural Resources Record Search	\$3,000	\$0	\$3,000
Task 7 – Hardcopy Production and Delivery	\$0	\$10,000	\$10,000
<b>Amendment Request</b>	<b>\$97,500</b> Amendment #2	<b>\$86,070</b> Amendment #3	<b>\$183,570</b>
<b>Original Contract</b>			<b>\$104,332</b>
<b>Amendment #1</b>			<b>\$ 77,769</b>
<b>Total Contract Budget (with all Amendments)</b>			<b>\$365,671</b>

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## AMENDMENT TO PAYMENT PROCEDURES

HELIX will provide the County with monthly invoicing that will include a per-task summary that identifies the total budget per task, the amount already billed to the task, the new billing deduction, and the amount remaining in the task's budget. The summary shall also include the percent of the task that is complete and the percent of the task left to complete.

## SCHEDULE

The following draft schedule assumes a contract award date of March 26, and the contract being fully authorized by March 29. It also assumes outstanding information from the applicant will be available at the time of contract execution.

<b>TABLE 3. DRAFT SCHEDULE</b>			
<b>Task</b>	<b>Duration</b>	<b>Week Completed</b>	<b>Approximate Date (2019)</b>
Contract fully authorized, HELIX receives Notice to Proceed, applicant provides outstanding information	--	--	March 29
HELIX address County comments on Administrative Draft EIR	4 weeks	4	April 26
County review digital tracked changes on Administrative Draft EIR	1 weeks	5	May 03
HELIX prepare Public Review Draft EIR and deliver to County	3 weeks (includes shipping time)	8	May 24
Helix distribute EIR to State Clearinghouse	1 week	9	May 30
EIR circulated for Public Review	6 weeks	15	May 30 – July 15
HELIX prepares Administrative Final EIR	4 weeks	19	August 15
County review digital Administrative Final EIR	3 weeks	22	September 1
HELIX prepares Final EIR and deliver to County	3 weeks (includes shipping time)	25	September 22
Public Hearing	TBD	TBD	October

**EXHIBIT "B"**  
**SCHEDULE OF COMPENSATION AND DELIVERY**

1. The County will pay Contractor an additional Eighty-Six Thousand and Seventy dollars (\$86,070) for the services provided under this contract amendment. The new total contract amount is \$365,671.

CONTRACTOR will provide the County with monthly invoicing that will include a per-task summary that identifies the total budget per task, the amount already billed to the task, the new billing deduction, and the amount remaining in the task's budget. The summary shall also include the percent of the task that is complete and the percent of the task left to complete.

- a) The final payment amount of \$18,357 (10% of Amendments #2 and #3) 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 \$18,357 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.

2. This Contract does not terminate before the events of 1.a above have occurred, unless terminated earlier as provided for in the agreement.

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