

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: February 18, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Planning Department
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Agreement for Professional Services between DUDEK and the County of Sierra for additional Environmental Consulting Services for the Sierra Hot Springs Masterplan Project.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: After completing draft environmental analysis pursuant to the California Environmental Quality Act (CEQA) for the Sierra Hot Springs Masterplan Project (Sierra County Planning Department file no. 1615; ref. Agreement no. 2015-99, as amended), based on comments received on the draft Mitigated Negative Declaration and in consultation with the applicant, the Planning Director has determined to expand the scope of environmental review to a full Environmental Impact Report. A new scope of work and revised budget to complete this additional analysis has been prepared by the County's current CEQA consultant, Dudek, in the amount of \$173,835.00. The full cost of this service agreement will be borne by the applicant.

FUNDING SOURCE: Applicant
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$173,835.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?
Yes, -- --
No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No
IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

**AGREEMENT FOR
PROFESSIONAL
SERVICES –
Sierra Hot Springs Master Plan
Environmental Impact Report Preparation**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

**Dudek
"CONTRACTOR"**

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: February 18, 2020

Termination Date: December 31, 2021

The CONTRACTOR is advised that any recommendation for contract award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Tim H. Beals is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Frank Dudek is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Nonlobbying Certification For Federal-Aid Contracts
- Attachment F - Debarment and Suspension Certification
- Attachment G - Non Discrimination Clause
- Attachment H -Contractor’s Proposal
- Attachment I -Contractors Cost Proposal

9. AGREEMENT DATE. The effective date of this Agreement is February 18, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By _____
JAMES BEARD
Chairman, Board of Supervisors

JOE MONACO, PRESIDENT
DUDEK

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID A. PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

Provision of all labor and materials as necessary to prepare an Environmental Impact Report (EIR) for the Sierra Hot Springs Masterplan Project including, but not limited to: Notice of Preparation Process/Public Scoping; EIR Project Description and Document Review; Technical Studies and Analysis; Administrative Draft EIR; Preparation of 2nd Administrative Draft EIR and Screencheck EIR; Public Draft EIR; Final EIR and Findings; and Project Management/Progress Meetings in accordance with Project Proposal/Scope of Work Details dated February 7, 2020 and attached hereto and incorporated herein as Attachment A-1.

A.2. TIME SERVICES RENDERED.

Commencement: Upon issuance of Notice to Proceed by COUNTY Planning Director, or authorized representative.

Termination: Upon acceptance by County of services rendered, or termination of this contract pursuant to Section D.13 of the General Conditions.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

NONE

I SCOPE OF WORK

The table below provides Dudek’s scope of work and cost estimate for preparing an Environmental Impact Report (EIR) for the Sierra Hot Springs Masterplan Project and summarizes the major tasks and key deliverables that would be prepared under each task. A cost estimate is provided in Table 2. Optional tasks are identified and are offered to respond to concerns identified in comments received on the IS/MND and for consideration as the scope of the EIR is further refined. It is assumed that the study area for the EIR will be unchanged from that assumed for the IS/MND previously prepared for the project. The budget and work program assumes some efficiencies would result from work already conducted in preparing the IS/MND, though anticipated changes to the proposed project and the higher level of review generally expected in an EIR would require some changes in the technical analyses for several resource topics. Based on the analysis conducted for the IS/MND and public comments received on that document, Dudek recommends that the following topics be addressed in the IS that would accompany the Notice of Preparation and excluded from further analysis in the EIR: Agriculture/Forestry, Geology and Soils (except for the discussion of wastewater disposal capability), Mineral Resources, and Recreation. Analysis of other topics would be approached as described in the scope of work below. Note that this scope of work allows for preparation of a Draft EIR for public circulation and assumes a limited number of comments would be received and that moderate edits to the Draft EIR would be required to prepare the Final EIR. If a large number of comments are received or substantial revisions to the Draft EIR are required, it may be necessary to negotiate a contract amendment to reflect the anticipated level of effort required to address comments and edits.

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
Task 1: Notice of Preparation Process/Public Scoping		
Notice of Preparation	Dudek will prepare a Notice of Preparation (NOP) within 2 weeks of receiving a notice to proceed from Sierra County. It is assumed that the previously prepared IS/MND can be utilized with minor modifications as an attachment to the NOP to “focus out” those topics that will not be addressed in the EIR. The NOP will include a brief project description and anticipated scope of the EIR. The project description and figures will be revised as necessary to reflect any changes in the proposed project that have occurred since preparing the IS/MND. It is assumed that a single submittal of revised project information will be provided by the County/Applicant.	<ul style="list-style-type: none"> • Electronic PDF of the Draft NOP • 1 hard copy of Draft NOP (if desired)
Project Scoping	It is assumed that the County will hold at least one public scoping meeting to present the proposed project and the anticipated scope of the EIR and obtain public input on the scope of the EIR. Dudek’s Project Manager will attend the scoping	<ul style="list-style-type: none"> • Scoping comment summary

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	<p>meeting and will be available to respond to questions and to take notes on comments received. If necessary, Dudek’s Planning Analyst will also attend the meeting to ensure a detailed record of comments received. Dudek will review comments from the scoping meeting and comments received on the NOP to identify issues of concern that should be addressed in the EIR, Dudek will prepare a summary of scoping comments and submit it to the County. It is assumed that Dudek and the County will consider the comments and any changes to the scope of the EIR and the associated contract as part of this task.</p>	
<p>Site Visit and Request for Information</p>	<p>If necessary, Dudek’s Project Manager will visit the site and project area to observe existing environmental conditions within the context of comments received and any changes in the project description made since the IS/MND was prepared. Staff will take photos to obtain context for preparing the EIR and to use in evaluating impacts to visual resources.</p> <p>Dudek will provide the County with a list of information needed to prepare the EIR. This could include technical information from the applicant, input from County specialists, policy interpretation, or other information to support the analysis in the EIR.</p>	<ul style="list-style-type: none"> • Site Visit • Photos • Request for Information
<p>Task 2: EIR Project Description and Document Review</p>	<p>Dudek will submit a draft project description to the County and revise it based on County and applicant comments. Dudek will also review background materials pertinent to the project and any policies or standards to be cited in the EIR. It is assumed that only minor modifications will be required to the project description prepared for the previous IS/MND and that a full re-write of the previous project description will not be required.</p>	<ul style="list-style-type: none"> • Administrative Draft Project Description (electronic format) • Draft Project Description (working)
<p>Task 3: Technical Studies and Analysis</p>	<p>Dudek will incorporate technical studies previously prepared for the IS/MND to the extent that they reflect the project as currently proposed and support the analysis in the EIR.</p>	
<p>Visual Simulation</p>	<p>Dudek will create up to 3 photographic simulations for the proposed Sierra Hot Springs project. The 3D simulations will use existing site photographs as backgrounds with true scale 3D models for the proposed facilities rendered onto the background photographs. These simulations will show the</p>	<ul style="list-style-type: none"> • up to 3 photographic simulations • 3D building mass models (up to 5 plus the

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	<p>proposed project at completion. Landscaping will be shown at an estimated 10 year growth. Dudek will match the plants shape and color. Exact photo locations / simulation viewpoints will be determined during a field review with County staff.</p> <p>It is assumed that the applicants architect will provide 3D models for the proposed residential and common area buildings. The file format shall be compatible with 3Ds Max software. This model shall include texture maps for all exterior surfaces. If texture maps are not available, the applicant shall provide a digital color board for all exterior finishes. If 3D models are not available Dudek can provide the cost to create the 3D building models.</p> <p>AutoCAD drawings shall be submitted to Dudek for the proposed project. These drawings shall include proposed site plan, existing topography, proposed grading plan, and landscape plan. If 3D models are not available for the proposed buildings, AutoCAD drawings shall be provided for the following: Architectural floor plans, roof plan, and elevations.</p>	<p>campground) for use in simulations</p>
Air Quality / Greenhouse Gas Emissions Modeling	<p>Dudek will model the air pollutant emissions, including greenhouse gases, associated with construction and operation of the proposed project. Modeling will be conducted using the California Emissions Estimation Model (CalEEMod) land use and air emissions model. Local and regional climate, meteorology and topography as they affect the accumulation or dispersal of air pollutants will be presented in the air quality section of the EIR. Current air quality conditions and recent trends in the Mountain Counties Air Basin (MCAB) and project area will be described on the basis of California Air Resources Board (CARB) and U.S. Environmental Protection Agency (EPA) annual air quality monitoring data summaries. Federal, state, and local regulatory agencies responsible for air quality management will be identified, and applicable federal, state, and local air quality policies, regulations, and standards will be summarized. Details of the analysis (e.g., daily emission calculations) will be included in an appendix to the EIR.</p>	<ul style="list-style-type: none"> air quality modeling to be submitted with the Administrative Draft EIR (ADEIR)
Biological Resources Studies:	<p><i>Sierra Nevada Yellow-legged Frog Habitat Assessment:</i> The Sierra Nevada yellow-legged frog (SNYLF, <i>Rana sierrae</i>) is a state Threatened</p>	<ul style="list-style-type: none"> Sierra Nevada Yellow-legged Frog Habitat Assessment Report

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
<ul style="list-style-type: none"> Sierra Nevada Yellow-legged Frog Habitat Assessment 	<p>and federally Endangered species that is known to use aquatic, riparian, and upland habitat within several miles of the project site. Two procedures are typically required to assess the likelihood of SNYLF to occur in the project area: (1) an assessment of SNYLF locality records and potential SNYLF habitat in and around the project area and, (2) focused field surveys of potential habitat to determine whether SNYLF are likely to be present within the project area. However, there are no accepted survey protocols for this species at this time. Dudek proposes to perform a step 1 habitat assessment for SNYLF to determine if SNYLF habitat occurs on the project site. It is assumed that report prepared to summarize results will be provided to the regulatory agencies for review and to determine if more intensive follow-up surveys for this species are recommended. Protocol-level, or focused field surveys are not included in Dudek’s scope of work and, if required, would be a follow-on to the work described below.</p> <p>The habitat assessment will include the following information:</p> <ol style="list-style-type: none"> Copies of the data sheets completed by the surveyors; Copies of field notes and all other supporting documentation including: <ol style="list-style-type: none"> A list of all known SNYLF localities within 1.6 kilometers (1 mile) of the study area; Photographs of the project site (photopoints shall be indicated on an accompanying map); A map of the site showing all of the habitat types and other important features as well as the location of any species detected during the site assessment within 1.6 kilometers (1 mile) of the project site boundaries. Maps shall be either copies of those portions of the U.S. Geological Service 7.5-minute quadrangle map(s) or geographic information system (GIS) data; A description of the project and/or land use that is being proposed at the site. <p>If directed by the County, Dudek will provide the site assessment report to CDFW and the U.S. Fish and Wildlife Service (Service) for review. Based on the information provided in the site</p>	<ul style="list-style-type: none"> Digital copy of each technical report

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	<p>assessment report, it is anticipated that CDFW and the Service will provide guidance on whether additional field surveys are required. Any additional field surveys for SNYLF deemed to be necessary would be carried out under a separate scope of work and contract amendment that would be determined after consultation with the agencies.</p>	
<p>Biological Resources Assessment Memo Update</p>	<p>Dudek will prepare a memo to update and supplement the existing biological studies, which include the study by EcoSynthesis and Dudek’s 2016 addendum to that study. The update memo will be prepared for the proposed 65-acre study area and will focus on verifying that findings of previous reports reflect current conditions in the study area and will also address concerns expressed by the public about potential impacts to special-status species of birds known to use Sierra Valley. The following items identified by Dudek’s review will be addressed by our supplemental report:</p> <ul style="list-style-type: none"> • Summarize the current project description of the proposed project; • Clearly define the Study Area (anticipated disturbance area) and why that portion of the property is being studied; • Update information from agency databases (USFWS, CNPS, and CDFW); • Update species tables in existing reports to include the status of all species in the table, a determination regarding the potential for these species to occur within the Study Area, and expand on the habitat requirements and other relevant information that applies to these species, such as breeding season or blooming period, etc; • Include a discussion of available habitat and potential use of the site by native birds protected by the MBTA and other special-status wildlife, including shorebirds and Sandhill Crane, as applicable; • Update recommendations to summarize mitigation measures and follow-up surveys that should be carried out prior 	<ul style="list-style-type: none"> •

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Task Number and Name	Task Description	Deliverables
	to the initiation of development of the site.	
Cultural Resources	NA	<ul style="list-style-type: none"> • NA
Hydrology and Water Quality – Surface applicant to provide	It is assumed that the applicant will provide a drainage analysis of the project’s potential impacts to hydrology, water quality, and water supply in the project vicinity for review and approval by Sierra County staff. The analysis will be based on current site plans, including the grading and drainage plan and will include a discussion of proposed compliance with NPDES Phase II requirements, including the adequacy of the applicant’s storm water quality templates. It is assumed that the drainage analysis will identify applicable Sierra County code and required stormwater management measures as necessary.	<ul style="list-style-type: none"> • NA – to be provided by the project applicant.
Wastewater Disposal Feasibility Analysis applicant to provide	The applicant submitted various analyses of the feasibility of the proposed onsite wastewater disposal, including responding to a peer review conducted by Holdrege & Kull. Sierra County Environmental Health Department also provided an opinion of feasibility of the proposed disposal system which was generally favorable, though some questions remained in regards to disposing of graywater during winter months. It is assumed that no further technical analysis will be necessary and that the Applicant will provide a single, consolidated report summarizing the proposed means of wastewater disposal, including winter graywater disposal and details on the proposed campground wastewater disposal, and that County Environmental Health would review and provide a memo approving the approach. If the County determines that it is necessary, a technical specialist may be required at additional cost to review the feasibility of the wastewater disposal approach proposed for the project.	<ul style="list-style-type: none"> • NA - No further analysis required. Consolidated report from applicant and approval from County Environmental Health will support EIR.
Noise Impacts Analysis optional	Noise and Vibration Dudek will conduct a technical noise and vibration assessment for the proposed Project for incorporation into the EIR Noise section. The Noise section of the EIR will present pertinent background information on the existing noise environment, surrounding land uses and the proposed Project. The existing environment will be characterized through an ambient noise level survey performed by Dudek.	<ul style="list-style-type: none"> • Noise Impact Analysis to be submitted prior to or concurrently with the ADEIR

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	<p>Definitions of acoustical terminology used in describing the noise environment will be provided to aid the reader’s understanding of the Noise section. The section will also identify and explain applicable noise exposure standards at the local (Sierra County General Plan), State and Federal levels. Potential temporary and permanent noise impacts associated with the proposed Project at nearby sensitive receptors will be predicted and evaluated against the applicable thresholds.</p> <p>Dudek will develop and execute a sound level monitoring program to quantify the existing ambient acoustical conditions in the Project vicinity. The existing ambient sound monitoring program is anticipated to include noise level measurements at up to six (6) locations; incorporating short-term (i.e. 15-30 minutes) measurements with concurrent traffic counts at up to five (5) locations and long-term (i.e., 24-hour) monitoring at up to one (1) locations.</p> <p>Potential construction noise (temporary noise) at nearby noise-sensitive land uses will be predicted using construction activity information provided by the Project Applicant and application of the Federal Highway Administration’s Roadway Construction Noise Model (RCNM) or alternative methods at Dudek discretion. Construction-related vibration will be predicted using appropriate guidance and methodologies recommended by the US Department of Transportation, Federal Transit Administration (FTA) and the California Department of Transportation (Caltrans).</p> <p>Long-term (operational) noise effects in relation to existing, future, and project-related vehicle trips along selected nearby roadways will be predicted using the Federal Highway Administration’s Traffic Noise Model (TNM) version 2.5 algorithms, which will rely on traffic data and other input parameters (AADT segment volumes or turning movements) developed as part of the project’s Traffic Impact Analysis. Dudek will perform a qualitative analysis of the potential impacts associated with Project-related aviation noise. On-site operational (a.k.a., stationary) noise associated with including outdoor gatherings (i.e., weddings, music festivals, etc.), parking lots, mechanical equipment or other noise-generating</p>	

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	<p>project features will be discussed and calculated based on available equipment data and siting information provided by the Project Applicant.</p> <p>The significance of noise and vibration impacts will be assessed based on the relevant Sierra County, state, and federal thresholds in accordance with current CEQA guidelines. If significant noise impacts are identified as a result of the predictive analyses, conceptual mitigation measures to reduce impacts to a less-than-significant level (where feasible) will be recommended. The regulatory background, existing noise environment, study methodology, results of the noise analysis, findings of potential effects, and mitigation recommendation will be discussed in the noise section of the EIR.</p>	
Traffic Impacts Analysis	<p>Dudek has teamed with KD Anderson to update the Traffic Impacts Analysis for the Initial Study. Based on the new uses proposed, KD Anderson would calculate anticipated trip generation and assign trips, conduct future cumulative and VMT analyses, review and analyze the revised site plan with respect to circulation, and produce a standalone report for review by County staff. KD Anderson will revise the updated report based on County comments and resubmit a final report.</p>	<ul style="list-style-type: none"> • Draft Updated TIA • Final Updated TIA • Traffic Impact Analysis to be completed prior to preparation of the traffic section of the ADEIR
Emergency Preparedness Evacuation Plan (EPEP) optional	<p>Dudek (or other) could evaluate project and prepare emergency plan for wildfire and evacuation. Would include:</p> <ul style="list-style-type: none"> • A field assessment to evaluate the site relative to potential environmental hazards. • An assessment of available technical reports related to the site and potential environmental hazards. Anticipated environmental hazards applicable to the site with a focus on wildfire. • An analysis of the proposed site plan relative to the site and potential hazards and development of management recommendations, by area and by hazard type. Management recommendations will be consistent with applicable agency standards. • Outreach to local emergency service providers to obtain input and evaluate 	<ul style="list-style-type: none"> • Draft EPEP • Final EPEP – submitted prior to Administrative Draft EIR

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	<p>current practices and adopted plans relevant to the proposed project.</p> <ul style="list-style-type: none"> • Development of an Emergency Preparedness and Evacuation Plan that includes: <ul style="list-style-type: none"> ▪ A summary of existing site conditions, related to environmental hazards that may affect the project. ▪ Identification of applicable existing regulations and standards (including those developed as mitigation measures in the project’s environmental document). ▪ Recommendations to manage and minimize the effects of each of the identified environmental hazards on the developed project. ▪ Necessary maps and graphics to support plan implementation and management recommendations. ▪ Requirements for implementation and identification of responsible parties. 	
<p>Task 4: Administrative Draft EIR</p>	<p>Dudek will prepare the Administrative Draft EIR (ADEIR) consistent with the requirements of Sierra County and the California Environmental Quality Act (CEQA). Prior to submittal of the ADEIR, Dudek will prepare a Preliminary Environmental Conclusions memo which will be reviewed and discussed by the project team. Individual sections of the ADEIR are discussed briefly below. Topics not addressed below are assumed to be focused out of the ADEIR. Each chapter will describe the existing environmental conditions; summarize the applicable regulatory requirements; evaluate impacts with respect to established thresholds of significance; and present detailed, specific, feasible, and effective mitigation measures for any significant impacts. The budget for these tasks assumes that much of the analysis from the IS/MND can be reformatted into the EIR.</p>	<ul style="list-style-type: none"> • Preliminary Environmental Conclusions memo • Electronic chapters in Word format and appendices in available electronic format • Electronic copies of all reference materials and studies cited in the EIR.

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Task Number and Name	Task Description	Deliverables
Land Use	<p>This chapter will evaluate the compatibility of the proposed project with surrounding land uses and the consistency of the project with applicable land use plans and policies. The analysis will consider existing residential and recreational land uses in the vicinity (including the current trail uses in and near the site) and the compatibility of the proposed development standards for the project with the existing development in the area. Particular focus will be on evaluating any environmental impacts from inconsistencies with land use designations applied to the site by the County's General Plan. Figures will be provided to clearly demonstrate the site's position with respect to the land use map.</p>	
Biological Resources	<p>Dudek will describe existing biological resources present at the project site and in the vicinity, including any sensitive habitat or listed species with potential to occur in the project area, and will evaluate the effects of the project on those resources. Appropriate mitigation measures to reduce or avoid impacts will be identified for any impacts to biological resources. A programmatic approach to mitigation of impacts may require future surveys prior to approval of future phases of the proposed project.</p>	
Cultural Resources	<p>Dudek will provide a general description of any cultural resources present on the project site and in the vicinity, and a discussion of impacts with potential to result from implementing the proposed project. Mitigation measures will be identified to avoid or minimize any impacts to cultural resources. The chapter will also include a discussion of regulations applicable to cultural resources that could occur on the project site. It is assumed that much of the discussion from the IS/MND can be reformatted to draft this chapter of the EIR.</p>	
Hydrology and Water Quality	<p>Dudek will describe the existing hydrological conditions and provide an assessment of potential impacts from the proposed project. This section will identify the regulatory framework applicable to surface and groundwater and will include an analysis of potential impacts receiving waters, as applicable. The groundwater quality discussion will be distinct and separate from the discussion of surface water quality in the EIR. As necessary, the EIR will identify mitigation measures and appropriate best management practices to avoid</p>	

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	or reduce impacts of the project on water quality and hydrology.	
Geology/Soils	Dudek will identify the geologic and soil conditions in the project area and evaluate the potential impacts of the project in regards to capability of the site to support onsite wastewater disposal. Other geologic concerns will be addressed in the Initial Study circulated with the NOP. Wastewater impacts will be addressed in the Hydrology and Water Quality chapter of the EIR.	
Visual Resources	This chapter will identify the visual resources within the project site and evaluate the visibility of the project and changes to the visual setting and character of the area as a result of the project and as viewed from key points in the surrounding area. Visual simulations will be prepared, as described previously, to support the analysis contained in this section of the EIR. A photolocation map will be created to depict where photos were taken and the viewing direction. The impacts analysis will focus on visibility of the site and impacts to the existing viewshed and visual character as viewed from key viewpoint, particularly SR 49. The analysis will evaluate impacts within the context of County General Plan policies related to visual and scenic values.	
Transportation and Circulation	Dudek will work with the traffic consultant and County staff to characterize existing traffic conditions in the vicinity, describe the traffic that would be generated by the project, and evaluate whether additional traffic would create any significant impacts to traffic operations (including levels of service and safety) in the area, including traffic hazards. The analysis will also consider the adequacy and safety of vehicular access to and throughout the site given the slopes and typical snow accumulation in the area and will include a discussion of the maximum length of dead end roads and emergency access and/or secondary access.	
Noise	Dudek will prepare the EIR chapter on noise impacts using the Noise Impacts Analysis prepared under Task 4. The chapter will identify existing conditions and applicable County thresholds in the general plan and County Code and evaluate potential impacts associated with	

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Task Number and Name	Task Description	Deliverables
	noise generation from project construction, operation and traffic generation.	
Air Quality and Greenhouse Gas Emissions	Dudek will identify existing air quality conditions in the project area and evaluate whether the proposed project would create adverse impacts through emission of air pollutants. This section will identify the regulatory framework applicable to air quality in relation to the proposed project and will evaluate impacts of the proposed project to air quality against applicable regulatory thresholds of significance and in accordance with local air district rules and guidance. Greenhouse gas emissions will be analyzed in relation to SB32 and ARB’s 2017 Climate Change Scoping Plan Update and in accordance with the latest guidance and case law.	
Hazards	<p>Dudek will consult with the Fire District and Dudek’s Registered Professional Forester will review site plans to evaluate the potential hazards associated with wildland fires and exceedance of dead end road lengths.</p> <p>Dudek will also consult with emergency service providers and the County to determine whether the project provides appropriate risk reduction and emergency access measures. This will include consideration of snow removal and storage provisions.</p>	
Utilities and Service Systems	Dudek will consult with service providers to identify existing capacity and service standards and identify whether development of the proposed project would require improvements or expansions to any service provider’s system or other changes in service provider operations and will evaluate the impacts of any required capacity expansion.	
Alternatives to the Proposed Project	Dudek will work with County staff to identify up to three alternatives to the proposed project and will provide a detailed analysis of the relative impacts of each alternative compared to the proposed project. Dudek will also evaluate the no project alternative.	
Cumulative Impacts	Dudek will define the land use and development assumptions for the cumulative scenario, identify the geographic scope of each cumulative impact, and evaluate the extent to which the proposed project would contribute to cumulative impacts. This section will include an analysis of the	

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
	project's greenhouse gas emissions (using the CalEEMod modeling program or other modeling approach as directed by the Northern Sierra Air Quality Management District (NSAQMD) and evaluation of whether those emissions would make a considerable contribution to cumulative climate change effects.	
Other CEQA-Required Discussions	Dudek will identify the significant and unavoidable impacts of the project, discuss the extent to which the project would result in irreversible environmental effects and use of resources, and evaluate whether the project would induce additional growth in the project area. Energy impacts may also be discussed in this section.	
Task 5: Prepare 2nd Administrative Draft EIR and Screencheck EIR		
2 nd Administrative Draft EIR	Dudek will revise the ADEIR based on comments and direction provided by the County and resubmit to the County to review the revised ADEIR. Dudek will provide a preliminary draft of the Mitigation Monitoring and Reporting Program (MMRP), which will be included in the EIR.	<ul style="list-style-type: none"> • Electronic chapters in Word format and appendices in available electronic format
Screencheck Draft EIR	Dudek will revise the 2 nd ADEIR based on comments and direction provided by the County. A clean copy of the Screencheck DEIR will be provided along with a tracked changes version of the Screencheck DEIR. This will also include the revised Mitigation Monitoring and Reporting Program (MMRP). As required by the County, submittal of the Screencheck Draft EIR will be accompanied by a memorandum documenting how Dudek responded to each of the County's comments on the draft document.	<ul style="list-style-type: none"> • Electronic copy of the Screencheck DEIR • Electronic tracked changes version of the Screencheck DEIR • Memo documenting how each County comment was addressed.
Task 6: Public Draft EIR	Dudek will complete final edits to the Draft EIR and MMRP as directed by the County. Dudek will prepare the required number of hard copies and CD copies and will work with the County to ensure appropriate public notice is provided for public review of the Draft EIR.	<ul style="list-style-type: none"> • 1 hard copy and an electronic copy of the Draft EIR • 15 hard copies of the Executive Summary and 15 additional CD copies (for submittal to State Clearinghouse) • Electronic submittal in Word and pdf files

TABLE I. SCOPE OF WORK

Task Number and Name	Task Description	Deliverables
Task 7: Final EIR and Findings		
Respond to Public Comments (Administrative Final EIR and Findings)	<p>Dudek will review all comments received on the Draft EIR and prepare responses to each comment. Dudek may recommend a meeting with County staff to review substantive comments prior to submittal of the Administrative Final EIR. For budgeting purposes, Dudek assumes that approximately 90 individual comments will be received (note that a single letter can contain many individual comments). The Administrative Final EIR will contain an introduction chapter that reviews the CEQA process for the project and summarizes any Draft EIR text edits made in response to comments, each comment on the Draft EIR and responses to each, any pages from the Draft EIR where text edits were made, and the final MMRP.</p> <p>Dudek will also prepare the CEQA Findings and Statement of Overriding Considerations (if needed).</p>	<ul style="list-style-type: none"> • Electronic copy of the Administrative Final EIR and Findings • Electronic Word files
Screencheck Final EIR	Dudek will revise the Responses to Comments and other portions of the Final EIR based on comments and direction from the County. Dudek will prepare a memorandum documenting how each of the County’s comments on the screencheck draft was addressed.	<ul style="list-style-type: none"> • Electronic copy of the Screencheck Final EIR and cover memo • Electronic Word files
Final EIR	Dudek will complete final revisions to the Final EIR and prepare the documents for County consideration.	<ul style="list-style-type: none"> • 1 hard copy and an electronic copy of the Final EIR and CEQA Findings
Task 8: Project Management, Progress Meetings	Dudek’s Project Manager will participate in up to 10 conference calls; bi-weekly conference calls typically promote efficiency leading up to DEIR submittal and circulation (some of these meetings will likely also be attended by a Dudek technical specialist). Budget for this task assumes each conference call will be up to 1 hour in length and will be attended by the Project Manager and an Environmental Specialist (if needed). Task also provides for project management including schedule, budget, document, and EIR team management.	<ul style="list-style-type: none"> • Meeting agendas and minutes • Meeting / conference call attendance (regular progress meetings) • Document log

2 COST AND SCHEDULE

Dudek will complete all tasks within timeframes identified by the County to expedite completion of the EIR and as possible based on provision of required supporting data and project information from the Applicant and County.

Estimated costs for completing the proposed scope of work are presented in the table below.

TABLE 2. COST ESTIMATE

EIR Work Program*	
Task	Cost Estimate
Task 1: Notice of Preparation Process/Public Scoping	
Notice of Preparation	\$2,500.00
Project Scoping	\$2,250.00
Site Visit and Request for Information	\$850.00
Task 2: EIR Project Description and Document Review	\$1,800.00
Task 3: Technical Studies and Analysis	
Visual Simulation	\$11,000.00
AQ and GHG Emissions Modeling and Analysis	\$6,600.00
Sierra Nevada Yellow-legged Frog Habitat Assessment	\$6,500.00
Biological Resources Assessment Memo Update	\$3,500.00
Hydrology and Water Quality – Review Drainage Information	See Scope
Wastewater Disposal Feasibility Analysis	See Scope
Noise Impacts Analysis	\$8,000.00
Traffic Impacts Analysis	\$10,600.00
Traffic Specialist Meeting Attendance (3 in Sierra County)	\$3,500.00
Emergency Preparedness and Evacuation Plan (EPEP)	\$10,500.00
Cultural Resources Assessment (no additional required)	\$0
Task 4: Administrative Draft EIR	
Intro, PD, Exec Summary	\$3,200.00
Land Use	\$3,500.00
Biological Resources	\$4,150.00
Cultural Resources (including Tribal Cultural Resources)	\$5,235.00
Hydrology and Water Quality (incl. Geo/wastewater)	\$5,000.00
Visual Resources	\$5,235.00
Transportation	\$4,625.00

Noise	\$2,400.00
AQ and GHG Emissions	\$3,430.00
Hazards (including wildfire)	\$5,720.00
Utilities and Service Systems	\$3,760.00
Tribal Cultural Resources	\$4,150.00
Alternatives	\$6,330.00
Cumulative Impacts	\$3,500.00
Other CEQA-required Discussions	\$3,500.00
Task 5: 2nd Administrative Draft EIR and Screencheck EIR	
2nd Administrative Draft EIR	\$6,020.00
Screencheck EIR	\$5,770.00
Task 6: Public Draft EIR	\$4,390.00
Task 7: Final EIR and Findings	
Administrative Final EIR (Respond to Comments and Findings)	\$9,800.00
Screencheck Final EIR	\$2,690.00
Final EIR	\$2,690.00
Task 8: Project Management/Meetings	\$11,140.00
CEQA Work Program Total	\$173,835.00

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR on a time and material basis a contract fee not to exceed one hundred seventy-three thousand, eight hundred thirty-five and no/100 (\$173,835.00) in accordance with proposal included as Attachment A1. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice. Payment shall be made within thirty (30) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$173,835.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE. Included. Notwithstanding anything to the contrary in this agreement mileage for vehicle use shall be paid only at the IRS approved rate.

B.3 TRAVEL COSTS. Included

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of \$0 with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	<u>\$173,835.00</u>
B.2	Mileage	<u>Included</u>
B.3	Travel Costs	<u>Included</u>
B.4	Authorization Required	\$0
B.5	Special Circumstances	\$0
	MAXIMUM CONTRACT AMOUNT	<u>\$173,835.00</u>

ATTACHMENT C
ADDITIONAL PROVISIONS

None

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and with not less than Three Million Dollars (\$3,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon

acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform

to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars (\$1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by

a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.1.5 DISCLOSURE CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project, regardless of whether such relationship must otherwise be disclosed pursuant to D.34.2.. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":
Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, CA 95936

With a copy to:
County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "CONTRACTOR":
Markus Lang
DUDEK
853 Lincoln Way, Suite 208
Auburn, CA 95603