



COUNTY OF PLACER
Community Development / Resource Agency

PLANNING

Michael J. Johnson, AICP
Agency Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson
CDRA Director
By Brett Storey, Senior Management Analyst

DATE: May 18, 2010

SUBJECT: Three-party consultant service agreement including a reimbursement account with the Tahoe Regional Planning Agency in an amount not to exceed \$290,840 to support the Kings Beach Biomass Facility Project.

ACTION REQUESTED:

Authorize the Board Chairman to sign a three-party consultant services agreement, including a reimbursement account, with the Tahoe Regional Planning Agency (TRPA) and Ascent Environmental Inc. to for an amount not to exceed \$290,840 for an environmental consultant to support the Kings Beach Biomass Facility Project.

BACKGROUND:

In an effort to continue with the Board's direction regarding biomass utilization, through various studies and planning efforts, County staff has reached a point of progressing to the next step in implementing the Board's goal of constructing a biomass-to-energy facility in the Tahoe Basin. Staff believes that it is appropriate to move forward and request the land entitlement and environmental review process to begin for both Placer County and TRPA. To pursue this effort in a timely fashion TRPA and Placer County have agreed to work in tandem to ensure that the land use and environmental entitlements are adequately studied and the process is fully reviewed for the design and development of the Kings Beach Biomass Facility. To that end TRPA will be hiring a consultant [which the County will reimburse through its Department of Energy (DOE) grant and a reimbursement account] to prepare the necessary documents, studies and public review including and Environmental Impact Report (EIR) and an Environmental Impact Statement (EIS). The EIR/EIS will satisfy both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) analysis prior to granting approval. Staff expects that this process will still be able to reach the goal of breaking ground in 2012 with full operations starting in 2013 for the facility.

For the Environmental work, TRPA and Placer County have jointly selected Ascent Environmental, Inc. Members of the Ascent team have been instrumental in providing quality environmental work for projects within the Tahoe Basin for years. Additionally, they have been selected by another local agency (Amador County) to perform similar analyses of their biomass facility which makes them ideal for this process. The County has already hired Ascent Environmental Inc. with a short term contract to support our efforts to reach our goal of gaining all necessary permits to construct our facility.

FISCAL IMPACT:

The 'not-to-exceed' total amount of the contract is \$290,840 and is reimbursable from the Department of Energy congressionally-directed grant which is before your Board for approval in a separate action.

Respectfully submitted,



MICHAEL J. JOHNSON, AICP
Director of Planning

Attached to this report for the Board's information/consideration are:

ATTACHMENTS:

- Attachment 1: Consultant Services Agreement with TRPA and Ascent Environmental, Inc. for Lake Tahoe Basin Facility Environmental Documentation
- Attachment 2: TRPA Justification Memo Information

cc: Holly Heinzen, Assistant CEO
Scott Finley, Supervising Deputy County Counsel



Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.org

AQ 2010-02

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this 30 day of April, 2010, (the "Effective Date") by and between the Tahoe Regional Planning Agency, a bi-state regional planning agency created by Public Law 96-551 (1980) (hereinafter "TRPA"), ASCENT Environmental (hereinafter the "Consultant"), and Placer County (hereinafter the "Applicant"). TRPA, the Consultant, and the Applicant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. The Consultant desires to perform and assume responsibility and obligations for the services, as hereinafter described on the terms and conditions set forth herein.
- B. TRPA desires to contract for such services as hereinafter described on the terms and conditions set forth herein.
- C. The Applicant desires to contract for such services as hereinafter described on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, TRPA, the Consultant, and the Applicant agree as follows:

OPERATIVE PROVISIONS

SECTION I ENGAGEMENT AND SERVICES OF THE CONSULTANT

1. Engagement of Consultant. TRPA and the Applicant hereby engages the Consultant, subject to the terms and conditions set forth in this Agreement, to perform the services set forth in Exhibit "A," (the "Services"). The Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement.
2. Performance of the Consultant. It is understood that the Services to be prepared under this Agreement are to be prepared in and with cooperation from TRPA and its staffs, as well as the Applicant, and that the Consultant's responsibility will be to TRPA. Accordingly, the Consultant shall perform said Services so as to result in a technically adequate document which complies with the Tahoe Regional Planning Compact, P.L. 96-551 (1980), TRPA Code of Ordinances, and all applicable planning and planning-related statutes, laws, regulations, ordinances and guidelines. It is further agreed that in all matters pertaining to the Services, the Consultant shall act as consultant to only TRPA and the Applicant and shall not act as consultant to any other individual or entity affected by the Services in any manner that would conflict with Consultant's responsibilities to TRPA and the Applicant during the term of this Agreement.

3. The Consultant's Personnel. The Consultant shall provide adequate and experienced personnel to perform the Services.
4. The Consultant's Responsibilities for Costs and Expenses Unless otherwise specified, the Consultant shall be responsible for all costs and expenses incurred relative to the Consultant, personnel of the Consultant, and subcontractors of the Consultant, in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.
5. Payment to TRPA. The Applicant agrees to pay to TRPA according to Exhibit "A" as the sole compensation under this Agreement for the Services as described in Exhibit "A." This payment shall be made in accordance with Section III of this Agreement. Any alterations to the Compensation shall be accomplished by written amendment to this Agreement.
6. Payment to Consultant. TRPA agrees to pay to the Consultant according to Exhibit "A" (the "Compensation") as the sole compensation under this Agreement for the Services as described in Exhibit "A." This payment shall be made in accordance with Section III of this Agreement. Any alterations to the Compensation shall be accomplished by written amendment to this Agreement.

SECTION II RESPONSIBILITIES OF THE CONSULTANT

1. Personnel. The Services shall be performed by the Consultant or under its supervision. The Consultant represents that it possesses the professional and technical personnel required to perform the Services. TRPA retains the Consultant on an independent contractor basis and the Consultant is not an employee of TRPA. The personnel performing the Services on behalf of the Consultant shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all expenses including, without limitation, salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, and all other amounts due such personnel or due others as a result of the performance by such personnel of the Services in connection with this agreement. The Consultant shall also be responsible for all reports and documentation required for its employees.
2. Cooperation/Project Administrator. The Consultant shall work closely and cooperate fully with TRPA's designated Project Administrator, and any other agencies which may have jurisdiction or interest in the Services. This Agreement will be administered by the Project Administrator. The Project Administrator, or his/her designee, shall be the principal officer of TRPA, for liaison with the Consultant, and shall review and give approval to the details of the Services as they are performed. TRPA designates Mr. Charles Emmett, as its Project Administrator, but reserves the right to appoint another person as Project Administrator upon written notice to the Consultant and approval by the Applicant.
3. Project Manager. The Consultant shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of the Services. The Project Manager shall be available to TRPA at all reasonable times. The Consultant designates Ms. Sydney Coatsworth to be its Project Manager.

4. Time of Performance. The Services to be performed by the Consultant under and pursuant to this Agreement shall be conducted in accordance with Exhibit "A."
5. Report Materials. At the completion of the Services, the Consultant shall deliver to TRPA all documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant, or prepared by others for the use and/or benefit of the Consultant, or otherwise provided to the Consultant by TRPA or by others under this Agreement (the "Report Materials").

Any text work and / or graphic work product shall be submitted to TRPA together with a copy in a digital format that is compatible with either: 1) Microsoft Word for Windows, or 2) Excel for Windows. Any graphic work product submitted to TRPA in digital format must be submitted in one of the following formats: 1) Adobe Illustrator; 2) EPS (encapsulated postscript); 3) Adobe photoshop files; 4) Tiff files; 5) Pict files; or, 6) ARC/Info graphic files. Any graphic work product prepared for TRPA shall, whenever feasible, also be submitted with a copy in digital format compatible with one of the six formats outlined above.

6. TRPA Policy. The Consultant shall discuss and review all matters relating to the Services with the Project Administrator in advance of all critical decision points in order to ensure that the Services proceed in a manner consistent with the goals and policies of TRPA.
7. Conformance to Applicable Requirements. All aspects of the provision of the Services by Consultant shall at all times conform to applicable city, county, state, and federal requirements and be subject to approval of the Project Administrator and TRPA.
8. Indemnification. The Consultant shall indemnify, defend and hold harmless TRPA, its officers, employees, and agents against, and will hold and save them and each of them, harmless from any and all actions, claims, penalties, obligations, liabilities, or damages that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the negligence or willful misconduct by the Consultant, its agents, employees, or subcontractors provided for herein in connection therewith:
 - A. The Consultant will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorney's fees, with an attorney of TRPA's own choosing, incurred in connection therewith.
 - B. The Consultant will promptly pay any judgment rendered against the Consultant and/or TRPA covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such Services, operations, or activities of the Consultant hereunder, and the Consultant agrees to save and hold TRPA harmless there from.
 - C. In the event TRPA is made a party to any action or proceeding filed or persecuted against the Consultant for such damages or other claims arising out of or in connection with the work, operations, or activities of the Consultant hereunder, the Consultant agrees to pay to TRPA any and all costs and expenses incurred by TRPA in such actions or proceedings, together with reasonable attorneys' fees for an attorney of TRPA's own choosing.

9. Standard of Care; Licenses. The Consultant represents and warrants that it and all personnel engaged in performing the Services are and shall be fully qualified and are authorized or permitted under state and local law to perform such Services. The Consultant shall perform the Services in a skillful and competent manner. The Consultant shall be responsible to TRPA for any errors or omissions in the execution of its duties hereunder. The Consultant represents and warrants that it and all personnel engaged in performing the Services have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.
10. Insurance. Without limiting the Consultant's indemnification of TRPA, the Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement a policy or policies of liability insurance of the type and amounts described below and satisfactory to TRPA, in its sole discretion. Such policies shall be signed by a person authorized by that insurer to bind coverage on its behalf and must be filed with TRPA prior to exercising any right or performing the Services. Said policies shall add as insureds TRPA, its elected officials, officers and employees, and agents for all liability arising from the Consultant's Services as described herein.
- A. Prior to the commencement of the Services, the Consultant shall provide to TRPA certificates of insurance with original endorsements and copies of policies, if requested by TRPA, of the following insurance, with Best's Class A - or better carriers:
- (1) Workers' compensation insurance covering all employees and principals of the Consultant, in a minimum amount of \$1 million per accident, effective per the laws of the State of Nevada;
 - (2) Commercial general liability insurance covering third party liability risks, including without limitation contractual liability, in a minimum amount of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit;
 - (3) Commercial auto liability and property insurance covering any owned and rented vehicles of Consultant in a minimum amount of \$1 million combined single limit per accident for bodily injury and property damage; and
 - (4) Professional liability insurance covering errors and omissions on the part of the Consultant, in a minimum amount of \$1 million each occurrence and in the aggregate on an occurrence form.
- B. Said policy or policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits

except after thirty (30) days prior notice has been given in writing to TRPA. The Consultant shall give to TRPA prompt and timely notice of claim made or suit instituted arising out of the Consultant's operation hereunder. The Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and performance of the Services.

- C. The Consultant shall include subcontracting consultants, if any, as insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage for each subcontractor shall be subject to the requirements stated herein.

11. Prohibition Against Assignment

- A. The Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly by operation of law, without the prior written consent of TRPA. Any attempt to do so without the written authorization of TRPA shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.
- B. The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of the Consultant, if the Consultant is a corporation or of the interest of any general partner or joint venturer or syndicate member or co-tenant of the Consultant, if the Consultant is a partnership or a joint venture, or a syndicate or a co-tenancy, which shall result in changing the control of the Consultant, shall be deemed an assignment of this Agreement. For purposes of this paragraph, "control" means the ownership of fifty percent (50%) or more of the voting power of the corporation or fifty percent (50%) or more of the voting power of a partnership, joint venture, syndicate, or co-tenancy.

12. Progress. The Consultant is responsible to keep the Project Administrator and/or his duly authorized designee informed on a regular basis regarding the status and progress of the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the Services or relative to this Agreement.

13. Confidentiality. No news releases, including photographs, public announcements, or confirmations of the same, of any part of the subject matter of this Agreement or any phase of the Services shall be made without prior written consent of TRPA. The information which results from the Services in this Agreement is to be kept confidential unless the release of information is authorized by TRPA.

14. Scheduling. The Consultant shall generally have no obligation to work any particular schedule, provided the Consultant will coordinate with TRPA in achieving the results sought under the terms of this Agreement.

15. No Set Hours/Right to Contract. The Consultant's obligation hereunder is to complete the Services and to meet any deadlines set forth therein. Except as provided herein, the Consultant has no obligation to work any particular hours or days or any particular number of hours or days. In this regard, the Consultant retains the right to contract for similar Services with any other entity, public or private.

16. Results. TRPA agrees that it will have no right to control or direct the details, manner, or means by which the Consultant accomplishes the results of the Services performed hereunder.

SECTION III RESPONSIBILITIES OF TRPA AND THE APPLICANT

1. Compensation. In consideration of the performance by the Consultant of the Services, TRPA shall pay to the Consultant the fixed price set forth in Exhibit "B" (the "Compensation").
2. Extra Work. The Consultant shall not receive additional compensation for any extra work unless such extra work has been authorized in writing by TRPA prior to the commencement of the extra work. TRPA shall pay the Consultant for extra work in accordance with the fee schedule set forth in Exhibit "B."
3. Invoicing. The Consultant shall submit invoices to TRPA and the Applicant on a monthly basis for work performed during the billing period. Each invoice shall show percent progress by task and the cumulative percentage of the Services completed in each billing period. The invoice will describe the nature of the work performed. Each invoice shall also include copies of all invoices to date and a statement of the dollars received by the Consultant to date.
4. Payment to Consultant. TRPA shall make payments to the Consultant within thirty (30) days following the date of receipt of the invoice unless TRPA disputes the amount of the Compensation the Consultant claims it is owed under this Agreement. Payments shall be made on the basis of estimated task costs set forth in Exhibit "A."
5. Payments to TRPA. TRPA, the Consultant, and the Applicant herein agree to a deposit schedule described in Section III.6, for the deposit and payment by the Applicant to TRPA of the total Compensation due the Consultant under this Agreement and related costs (collectively, the "Agreement Costs"). The Applicant agrees to deposit \$100,000 initially with TRPA for payment of the Consultant in the event that sufficient funds are not received from the Applicant within 10 days of receipt of the Consultant's invoice.
6. Deposit Schedule. TRPA shall have received from the Applicant and shall at all times during the term of this Agreement have on deposit within its exclusive control, sufficient funds from the Applicant to satisfy all the Agreement Costs in sufficient time prior to the earlier of, the date of accrual of the Agreement Costs or the due date for payment of the Agreement Costs to the Consultant as determined by TRPA in its sole discretion. If the payments due to the Consultant exceed the amounts deposited by the Applicant, the Applicant shall pay to TRPA such additional amounts owed Consultant.

The Deposit Schedule shall include the following steps:

- i. Consultant shall submit monthly invoices to both TRPA and the Applicant.
- ii. The Applicant shall submit payment to TRPA within 15 days of receipt of monthly Consultant invoices.

- iii. TRPA shall approve invoice for payment.
- iv. TRPA shall pay Consultant using funds submitted by the Applicant.

7. Withholding.

- A. Disputed Sums. TRPA may withhold payment of any portion of the compensation if payment is disputed until resolution of the dispute with the Consultant. Such withholding by TRPA shall not be deemed, by the Consultant, to constitute a failure to pay by TRPA. The consultant shall not discontinue the performance of the Services for a period of thirty (30) days from the date Compensation is withheld hereunder. The Consultant shall have an immediate right to appeal to TRPA with respect to withheld amounts. The determination of TRPA with respect to such matters shall be final. The Consultant shall be entitled to receive from TRPA interest on any portions of the Compensation withheld which are thereafter deemed to be properly payable to the Consultant at the rate of seven percent (7 percent) per annum, simple interest.
- B. Retention. TRPA shall have the right to retain an amount equal to five percent (5 percent) of the Compensation ("Retention"). The Retention shall be released to the Consultant upon final approval and acceptance of the Services by TRPA. TRPA shall have the right without further liability to the Consultant, to utilize the Retention to satisfy obligations of TRPA relative to the Services in the event the Consultant does not complete the Services satisfactory to TRPA.

SECTION IV
TERMINATION

- 1. Events of Default. Each of the following events shall constitute an "Event of Default":
 - A. The Consultant shall fail to observe, perform, or comply with any material term, covenant, agreement, or condition of this Agreement which is to be observed, performed, or complied with by the Consultant, of such failure to continue uncured for three (3) calendar days after TRPA gives the Consultant notice of any failure and specified the nature of such failure.
 - B. The Consultant shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional or breach of any provision of this Agreement.
- 2. Termination Upon Event of Default. Upon a termination of this Agreement due to an Event of Default, TRPA shall pay to the Consultant the part of the Compensation which would otherwise be payable to the Consultant with respect to the Services which had been completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.
- 3. Budget Contingency Clause
 - A. Limitation of TRPA Liability

The maximum amount to be encumbered under this agreement for the fiscal years 2009/2010 and 2010/2011 ending June 30, 2011 shall not exceed \$290,840.

- B. It is mutually agreed that if the TRPA Budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the TRPA shall have no liability to pay any funds whatsoever to the Consultant or to furnish any other considerations under this Agreement and the Consultant shall not be obligated to perform any provisions of this Agreement.
 - C. If funding for any fiscal year is reduced or deleted by the TRPA Budget for purposes of this program, the TRPA shall have the option to either cancel this agreement with no liability occurring to the TRPA, or offer an agreement amendment to the Consultant to reflect the reduced amount.
4. Termination. TRPA may terminate this agreement upon thirty (30) days prior written notice to the Consultant. If the Agreement is so terminated, the Consultant shall be compensated for all completed services rendered up to and including the day of termination.

SECTION V GENERAL PROVISIONS

- 1. Nondiscrimination by the Consultant. The Consultant represents and agrees that the Consultant, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.
- 2. TRPA's Rights to Employ Other Consultants. TRPA reserves the right to employ other consultants in connection with the projects assigned to the Consultant.
- 3. Conflicts of Interest.
 - A. The Consultant or its employees may be subject to the provisions of Article III (a)(5) of the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, Cal. Gov't Code Section 66801, N.R.S. 277.200), which requires disclosure of any defined economic interest and prohibits such persons from attempting to influence Agency decisions affecting certain economic interests.
 - B. The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose financial interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making, decisions that will foreseeably financially affect such interests.
 - C. If subject to the Act, the Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for termination of this Agreement by TRPA.

4. Assignments and Subcontractors. The Consultant shall not subcontract any portion of the Services except as expressly stated herein, without prior written consent of TRPA. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
5. Notices. All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

To TRPA: Tahoe Regional Planning Agency
Attn: Mr. Charles Emmett
128 Market Street
Stateline, Nevada 89448
Telephone: (775) 588-4547
Fax: (775) 588-4527
Email: cemmett@trpa.org

To the Consultant: ASCENT Environmental
Attn: Ms. Sydney Coatsworth
455 Capital Mall, Suite 210
Sacramento, CA 95814
Telephone (916) 930-3185
Email: cydney.coatsworth@ascentenvinc.com

To the Applicant: Placer County
Attn: Mr. Brett Storey
175 Fulweiler Avenue
Auburn, CA 95603
Telephone: (530) 745-3011
FAX: (530) 745-3080
Email: BStorey@placer.ca.gov

Notice shall be deemed received as follows, depending upon the method of transmittal by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, certified, upon receipt requested, as of 72 hours after deposit in the U.S. Mail.

6. Authority to Enter Agreement. The Consultant warrants that it has all requisite power and authority to conduct its business and to execute and deliver, and to perform all of its obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein. If the Consultant is a corporation or partnership, the Consultant also warrants that it is duly organized, validly existing in good standing under the laws of the State of Nevada, and will continue to be so during the term of this Agreement.
7. Severability/Illegality. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall

continue in full force and effect. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.

8. Time is of the Essence. Time is of the essence in this Agreement, and all parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.
9. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
10. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Nevada.
11. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any of the other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver. No waiver, benefit, privilege, or service voluntarily given or performed by other parties shall give the other party any contractual right by custom, estoppel, or otherwise.
12. Days. Any term in this Agreement referencing time, days, or period of performance shall be deemed to be calendar days and not work days.
13. Entire Agreement. This Agreement contains the entire agreement of TRPA and the Consultant and supersedes any prior or written statements or agreements between TRPA and the Consultant. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.
14. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective parties.
15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
16. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.
17. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the parties or their agents have all participated in the preparation of this Agreement.
18. Cooperation/Further Acts. The parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further

acts and steps and sign any such additional documents as may be necessary, appropriate, and convenient as related thereto.

19. Survival. The obligations of the Consultant under this Agreement including, without limitation, the obligations set forth in Section II, Paragraph 8 (Indemnification), and Section II, Paragraph 10 (Insurance), as they relate to the Services, shall survive the termination or expiration of this Agreement.
20. Incorporation of Recitals and Exhibits.
 - A. The "Recitals" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
 - B. The "Exhibits" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
21. References. All references to the Consultant shall include all personnel, employees, agents, and subcontractors of the Consultant.
22. No Funds to Unqualified Aliens. Under law, no funds received under this Agreement shall be paid to any alien who is "not a qualified alien" within the meaning of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Act"). The Consultant shall be responsible to ensure that no funds the Consultant receives from TRPA are paid to any employee or subcontractor in violation of this Act.
23. Certification Regarding Lobbying. The Consultant certifies that no funds received under this Agreement have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of a Member of the Legislature or Congress, an employee of a Member of the Legislature or Congress.
24. Certification Regarding Debarment and Suspension. The Consultant certifies to the best of its knowledge and belief that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (23)(b) of this Certification; and

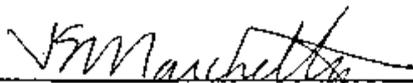
- D. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause of default.

IN WITNESS WHEREOF, the parties hereto have accepted and made and executed this Agreement upon the terms, conditions, and provisions set forth above as of the Effective Date.

ASCENT Environmental (CONSULTANT)

BY: _____
MS. SYDNEY COATSWORTH
PRINCIPAL

TAHOE REGIONAL PLANNING AGENCY ("TRPA")

BY: 

JOANNE S. MARCHETTA
EXECUTIVE DIRECTOR

PLACER COUNTY (APPLICANT)

BY: _____
MR. MICHAEL J. JOHNSON
DIRECTOR, COMMUNITY DEVELOPMENT RESOURCE AGENCY

PLACER COUNTY (APPLICANT)

BY: _____
MR. KIRK UHLER
CHAIRMAN, BOARD OF SUPERVISORS

EXHIBIT A

SCOPE OF SERVICES LAKE TAHOE BASIN BIOMASS FACILITY ENVIRONMENTAL DOCUMENTATION APRIL 13, 2010

This scope of services is submitted by Ascent Environmental, Inc. (Ascent) to Placer County and the Tahoe Regional Planning Agency (TRPA) for preparation of a joint environmental impact report (EIR) and environmental impact statement (EIS) to address the physical environmental effects of the construction and operation of the proposed Lake Tahoe Basin Biomass Facility. Ascent's in-house staff will prepare the EIR/EIS. We have added two subconsultants to our team that include firms with a thorough understanding of Tahoe Basin and site issues, regulatory requirements, and stakeholder issues; prior experience with Ascent staff, Placer County, and TRPA. Ascent's proposed team includes the following firms: Auerbach Engineering Corp, an engineering firm that will assist with hydrology, water quality, and best management practices (BMP) issues; and Fehr & Peers Transportation Consultants, Inc. that will assist with the transportation and traffic analyses.

The EIR/EIS will be prepared pursuant to the California Environmental Quality Act (CEQA), Placer County Environmental Review Ordinance, and TRPA's Code of Ordinances and Rules of Procedure. Because the project will receive funding from the U.S. Department of Energy (DOE), the document will also include environmental review prepared pursuant to the National Environmental Policy Act (NEPA). DOE is in the process of determining the appropriate level of environmental review for the project (EIS or Environmental Assessment [EA]). The scope of work herein assumes that an EIS may be required by DOE. For purposes of this proposal, the environmental document—notwithstanding the fact that it will involve three lead agencies—shall be referred to as an EIR/EIS. This proposal also assumes that DOE will largely defer to Placer County and TRPA as to scope and content of the environmental document (assuming inclusion of NEPA-mandated items), and that a DOE representative will be assigned to ensure timely execution of certain NEPA procedural requirements (e.g., publication of notices in the Federal Register).

Project Understanding

Placer County is proposing to facilitate construction and operation of a 1 to 3 megawatt (MW) wood to energy biomass facility. The facility would consist of an 80-foot by 80-foot two-story building and an open structure for biomass storage on a 1.3 acre site owned by Sierra Pacific Power near the intersection of Deer Street and Speckled Avenue in Kings Beach. This site is considered a prime site, but there are alternative sites that will be reviewed in the EIR/EIS. This site is adjacent to NV Energy's existing Kings Beach Deer Road Station, which contains six 2-MW diesel engine backup generators and a power grid switching station. A 10-vehicle parking area is also proposed on the site.

Scope of Work

This proposed scope of work is organized into major tasks. Ascent has developed these tasks based on our knowledge of the project area, discussions with Placer County staff, and preliminary review of the Lake Tahoe Basin Biomass Facility project materials. The scope of work is followed by a table that lists the specific deliverables and related number of copies that correspond to the tasks below, as well as a proposed schedule for completion of the EIR/EIS.

Ascent is flexible and will discuss refinements to the scope of work, budget, and project schedule with Placer County and TRPA during Task 1, Project Initiation. Our scope of work assumes that Placer County, and its consultants, will prepare all TRPA application materials and will provide any needed materials that define the project to support EIR/EIS preparation.

TASK 1: Project Initiation

The purpose of this task is to initiate the contract; obtain information for preparation of complete descriptions of the proposed project and alternatives; establish early communication among project team members; and prepare a joint Notice of Preparation (NOP) and Notice of Intent (NOI), and related newspaper notice. It is assumed that Placer County and TRPA will develop the mailing list (including the 300-foot radius list) and distribute noticing materials in accordance with their standard procedures.

To complete this task, Ascent will:

- ▲ Attend a project initiation meeting with TRPA and Placer County staff to review the proposed scope of work, receive comments, and make modifications, if necessary.
- ▲ Obtain existing information relevant to the project and the environmental analysis from Placer County, TRPA, and other agencies, as appropriate.
- ▲ Define the proposed project and up to three alternatives (including the no project alternative) to be evaluated in coordination with Placer County and TRPA.
- ▲ Assist in development of clearly defined project objectives.
- ▲ Prepare a brief description of the proposed project and alternatives for use in the NOP/NOI.
- ▲ Revise the description based on Placer County and TRPA comments.
- ▲ Prepare all necessary public notices and materials and related newspaper notice for review and comment, to include the project description, vicinity map, site plan, assessor's parcel map with parcel indicated, alternatives to be evaluated, probable environmental effects, and scoping meeting information (date, time, location).
- ▲ Finalize the NOP/NOI and related newspaper notice in response to comments and resubmit the final for publication/distribution by Placer County and TRPA staff.

TASK 2: Scoping Meetings

The purpose of this task is to conduct two local scoping meetings to help determine the content of the EIR/EIS. It is expected that one of the scoping meetings will be held before the TRPA Advisory Planning Commission (APC), which currently meets at TRPA's Stateline offices only, and that a second meeting will be held by Placer County at a North Tahoe location (e.g., either before the North Tahoe Regional Advisory Committee (NTRAC) or as an independent meeting). It is assumed that Ascent's attendance is not required at any Placer County Environmental Review Committee (ERC) meetings during scoping or at other times during the EIR/EIS preparation.

To complete this task, Ascent will:

- ▲ Organize the agenda and content of the scoping meetings.
- ▲ Facilitate the scoping meetings, present the project description, project alternatives, overview of the environmental review process, and potential environmental issues.
- ▲ Prepare sign-in sheets, speaker request cards, and written comment sheets for use at the meetings, as appropriate.
- ▲ Capture orally presented comments through summary notes (no court reporter proposed).

- ✦ Prepare a draft and final Scoping Comment and response Summary Report for submittal to Placer County and TRPA.
- ✦ Review work program for any revisions needed as a result of scoping and present to Placer County and TRPA for approval.

TASK 3: Prepare Administrative Draft EIR/EIS

The purpose of this task is to prepare a comprehensive and legally defensible EIR/EIS for Placer County, TRPA, and DOE review. The analysis will address the environmental effects of the proposed project and up to three alternatives, including the no project alternative. The effort will focus on potentially significant project-specific impacts, TRPA threshold carrying capacities, cumulative impacts, and growth-inducing impacts, and will identify feasible mitigation measures to substantially lessen the severity of such impacts.

Ascent will prepare the following essential elements of the EIR/EIS:

- ✦ Introduction – Overview of the purpose of the document, description of contents, and lead agencies.
- ✦ Summary – Detailed summary “table” format to identify less-than-significant, significant but mitigable, and unavoidable impacts, and effectiveness of recommended mitigation measures for each alternative. Summary of alternatives will be presented, as will issues yet to be resolved and issues of controversy.
- ✦ Purpose and Need – Description of purpose and need; scope of the study; authority; relationship to other projects and plans, objectives.
- ✦ Project Description – Regional and local setting; project history; project characteristics and features; required discretionary actions; and intended uses of the EIR/EIS, including a list of responsible and other agencies expected to use the EIR/EIS in decision-making.
- ✦ Alternatives Descriptions – Descriptions of alternatives, characteristics, location(s); and alternatives considered but rejected from further consideration.
- ✦ Affected Environment, Environmental Consequences, and Mitigation Measures – Environmental setting description for each technical issue; thresholds of significance and other regulatory standards; environmental consequences of the proposed project; environmental consequences of each alternative; cumulative impacts; and mitigation measures. Specific topics to be addressed and issues to be identified and analyzed in each resource chapter include:
 - ✦ Land Use: Project site designation and zoning/Plan Area Statement/Community Plan; surrounding land uses; site and community character; development intensity and height; urban infrastructure; consistency with local and regional plans; impacts relative to change of use and character; and mitigation measures.
 - ✦ Air Quality: Applicable local, state, and federal air quality regulatory framework; TRPA goals, policies, standards, and threshold carrying capacities; existing regional and local air quality, including attainment status for criteria pollutants; sensitive receptors; environmental justice, short-term construction and long-term operational emissions; assessment against the Placer County Air Pollution Control District’s (PCAPCD) and TRPA’s Significance Thresholds for reactive organic gas, particulate matter (PM₁₀ and PM_{2.5}), nitrogen oxide, and carbon monoxide emissions; general conformity applicability analysis; air toxics review and analyses; and mitigation measures (including emissions offsets needed to meet PCAPCD and TRPA thresholds).
 - ✦ Greenhouse Gas Emissions (GHG) and Climate Change: Applicable regulatory framework and relevant guidance; current state of the science discussion; short-term construction-related GHG emissions; long-term operational-related GHG emissions for mobile, stationary, and area source types; applicable

quantification methods, emissions factors, and assumptions protocols from, but not limited to, the Western Climate Initiative, Intergovernmental Panel on Climate Change (IPCC), California Climate Action Registry's General Reporting Protocol, and California Air Resources Board (ARB) will be used to estimate long-term operational-related stationary source emissions; though mandatory reporting is not required as part of this analysis, quantification methods selected for this project will rely on ARB requirements and default emission factors as stated in the regulation for usability in the future and substantiation of approach for legal defensibility; address the avoidance of GHG emissions from the alternate fates (e.g., biodegradation, open burning) of the biomass wastes (e.g., forest sourced material) by virtue of the collection of these wastes for use as fuel; qualitatively discuss any potential adverse impacts to the proposed project from adaptation to climate change; increases in GHGs will be compared to applicable thresholds; and mitigation measures.

- ✍ **Noise:** Applicable local and TRPA regulatory framework; TRPA goals, policies, standards, and threshold carrying capacities; existing noise environment at and near the project site based on a combination of short-term and a week long (24-hour) noise measurements and other available data; noise sensitive receptors; short-term construction and long-term noise impacts; and mitigation measures.
- ✍ **Traffic and Transportation:** Existing traffic volumes, mix, generation, and routes from both biomass resource in-field processing sites and the county's biomass processing site at the Cabin Creek facility on State Route (SR) 89; construction traffic effects; operational effects, including number, size, and routes of haul trucks; potential impacts to traffic flow, safety, and road wear; and mitigation measures.
- ✍ **Water Quality and Hydrology:** Summary of project plans and drainage study; applicant-proposed BMPs; pre- and post-project onsite hydrologic, runoff, and pre-project drainage and water quality conditions, including depth to groundwater and groundwater quality; potential water quality impacts; and mitigation measures.
- ✍ **Biological Resources (Vegetation and Wildlife):** Existing biological resources, trees, species, and habitat for sensitive species; post-project effects on biological resources, including facility site and fuel source areas; identification of significant effects; and mitigation measures. This analysis will also address forestry resource effects.
- ✍ **Geology, Soils, Land Capability, and Coverage:** Descriptions of existing coverage, land capability, soils, and geology; post-project coverage, grading and topographic alteration; specific soils and coverage impacts relative to Code requirements; erosion potential; identification of significant effects; and mitigation measures.
- ✍ **Cultural Resources:** Known cultural resources, if any; potential for disturbance of presently unknown resources; impact significance; and mitigation measures.
- ✍ **Scenic Resources:** Visibility of the site from TRPA travel units (roadway and shoreline) and public recreation areas; effects on TRPA scenic quality thresholds; potential effect on community character; consistency with local and regional plans/design guidelines; height limits; and mitigation measures.
- ✍ **Hazards and Hazardous Materials:** Historical uses of the site based on historical land use maps, aerial photographs, and other public records available through Placer County, Lahontan Regional Water Quality Control Board (RWQCB), and U.S. Environmental Protection Agency (EPA); the potential for hazardous contamination/conditions to exist on or near the project site; short-term construction and long-term operation related hazardous materials use and health risks; and mitigation measures. This analysis will also address potential fire hazard risks at the site and within the region, as well as effects on fire protection services.
- ✍ **Utilities and Service Systems:** Existing utility service and use (electricity, natural gas, water, wastewater); utility providers; post-project utility service and use; coordination with utility providers; potential for increased demand and ability to serve; and mitigation measures.

- ▲ Cumulative Impacts – Assessment of potential for the project to result in cumulative impacts when considered in combination with reasonably anticipated projects in the project area and regionally within the Tahoe Basin; cumulative impact findings for resource areas described above, including fuel sources from within and outside of the Lake Tahoe Basin
- ▲ Environmental Justice – Discussion of the potential for the project to disproportionately affect any racial or socioeconomic group.
- ▲ Mitigation Monitoring Plan – Features to monitor success of mitigation, responsible parties for monitoring, guidelines for conducting monitoring and reporting results, enforcement procedure for noncompliance, schedules for monitoring.
- ▲ Other TRPA, CEQA, and NEPA-mandated Sections:
 - ↳ Cover sheet
 - ↳ Table of Contents
 - ↳ Growth-inducing impacts
 - ↳ Less-than-significant Effects (if required, in lieu of CEQA Initial Study (IS) and TRPA Initial Environmental Checklist (IEC))
 - ↳ Consultation and Coordination
 - ↳ Environmental Commitments
 - ↳ Environmentally Superior Alternative/Environmentally Preferred Alternative
 - ↳ Acronyms and Abbreviations
 - ↳ Report Preparers
 - ↳ References
 - ↳ Appendices
 - ↳ Index

TASK 4: Prepare Public Review Draft EIR/EIS

The purpose of this task is to incorporate comments from Placer County and TRPA, and prepare a Draft EIR/EIS for public review.

To complete this task, Ascent will:

- ▲ Receive consolidated comments from Placer County and TRPA
- ▲ Attend meeting or conference call to ensure understanding of the comments and resolve potential conflicts
- ▲ Revise the Administrative Draft EIR/EIS and provide a “spot check” copy for review prior to publication of the Draft EIR/EIS
- ▲ Prepare draft Notice of Availability (NOA) and newspaper notice for distribution by Placer County and TRPA staff
- ▲ Revise accordingly and produce copies of the Draft EIR/EIS for public and agency distribution

TASK 5: Prepare Administrative Final EIR/EIS

The purpose of this task is to prepare an Administrative Final EIR/EIS that includes responses to all written and verbal comments from agencies and the public on the Draft EIR/EIS, and changes to the Draft EIR/EIS.

To complete this task, Ascent will:

- ▲ Meet with Placer County and TRPA to discuss the comments and to develop a strategy for responses
- ▲ Prepare a list of commenters and compile and organize the comments
- ▲ Develop draft responses to significant environmental points raised in the comments. Responses will involve explanation, clarification, or elaboration of existing analysis and findings, but not include new analysis, issues, or alternatives. Assumes 100 professional technical hours.
- ▲ Prepare introductory chapter; text revisions to Draft EIR/EIS; a list of persons, organizations, and public agencies commenting on the Draft EIR/EIS; enumerated comment letters and public hearing transcripts; responses to the significant environmental points raised in comments received on the Draft EIR/EIS; and a revised/final Mitigation Monitoring Plan
- ▲ Submit Administrative Final EIR/EIS to Placer County and TRPA for review and comment

TASK 6: Prepare Final EIR/EIS

The purpose of this task is to prepare the Final EIR/EIS, based on comments received from Placer County and TRPA.

To complete this task, Ascent will:

- ▲ Revise the Administrative Final EIR/EIS
- ▲ Provide "spot-check" Final EIR/EIS to Placer County and TRPA to briefly (e.g., 1 week) review prior to production
- ▲ Reproduce the Final EIR/EIS and prepare an electronic copy for submittal to Placer County and TRPA for distribution

TASK 7: Prepare CEQA Findings

The purpose of this task is to prepare the findings for each significant effect identified in the Final EIR/EIS for Placer County and TRPA review and use. If there are any significant impacts that cannot be mitigated, Ascent will prepare a Statement of Overriding Considerations to address any significant effects of the project that are unavoidable.

TASK 8: Meetings and Hearings

The purpose of this task is to attend and participate in meetings necessary for the successful completion of the EIR/EIS.

To complete this task, Ascent will:

- ▲ Attend a project initiation meeting with Placer County and TRPA staff
- ▲ Attend up to four coordination meetings with Placer County and/or TRPA staff
- ▲ Attend up to three public meetings and hearings on the Draft EIR/EIS, includes costs to produce transcripts

- 3.1 Attend up to four project approval/certification meetings on the Final EIR/EIS
- 3.2 Plan and conduct two public meetings one on the South shore and one on the North shore to disseminate information contained in the final EIR/EIS to the public.

TASK 9: Project Management and Coordination

The purpose of this task is to effectively manage the project schedule, budget, invoicing, contracts, and subcontracts.

To complete this task, Ascent will:

- 3.3 Devote effort each month to ensure an efficient and timely process for project execution
- 3.4 Coordinate closely with Placer County and TRPA via phone and e-mail about project management issues

Deliverables Summary

The following list of deliverables is consistent with the scope of work above and with Placer County's standard reproduction requirements. (Note: the cost proposal includes reproduction of 3 hard copies of the following deliverables for the Consultant team.)

Deliverable	Placer County Copies	TRPA Copies
Draft NOP/NOI	13 hard copies; 1 CD	10 hard copies; 1 CD
Final NOP/NOI	35 hard copies; 2 CDs	10 hard copies; 1 CD
Draft Scoping Comment Summary Report	1 email copy	1 email copy
Final Scoping Comment Summary Report (to be included as appendix to the EIR/EIS)	1 email copy	2 email copies; 1. PDF, 1 MS Word
Administrative Draft EIR/EIS	13 hard copies; 1 CD	10 hard copies; 1 CD
Spot-check Draft EIR/EIS	13 hard copies; 1 CD	1 hard copy; 1 CD
Draft EIR/EIS - Complete Document - Executive Summary for State Clearinghouse	35 hard copies, 2 CDs 15 hard copies; 15 CDs	15 hard copies; 25 CDs 2 hard copies; 1 CD
Administrative Final EIR/EIS	13 hard copies; 1 CD	10 hard copies; 1 CD, 2 email copies; 1. PDF, 1 MS Word
Spot-check Final EIR/EIS	13 hard copies; 1 CD	10 hard copy; 1 CD
Final EIR/EIS	35 hard copies; 2 CDs	15 hard copies; 25 CDs, 2 email copies; 1. PDF, 1 MS Word
CEQA/TRPA Findings	5 hard copes; 1 CD	10 hard copy; 1 CD, 2 email copies; 1. PDF, 1 MS Word

Draft Schedule

The following schedule is based on the tasks outlined above. This schedule can be refined as needed with Placer County and TRPA staff during Task 1. Based on discussions with Placer County staff, this schedule assumes that there is flexibility in deviating from and compressing the typical EIR schedule defined as part of Placer County's process improvements. Our tasks and schedule assume that preparation of a 2nd Administrative Draft EIR/EIS will not be required.

	Action	Estimated Date*
1	Notice to proceed and contract signed. <i>(Assumes materials required for a TRPA application are either complete at this time or no later than the close of the scoping period; all background materials are forwarded to Ascent)</i>	Late April
2	Project Initiation Meeting <i>(Assumes NOP/NOI alternatives are agreed upon at this meeting)</i>	during last week of April
3	Ascent prepares and submits draft NOP/NOI and newspaper notice	2 weeks
4	Placer County and TRPA review draft NOP/NOI and newspaper notice, and submit comments	1 week
5	Ascent prepares final NOP/NOI and newspaper notice	5 days
6	Placer County and TRPA release NOP/NOI for 30-day period <i>(must be 20 days before TRPA APC meeting)</i>	2 days
7	Circulate NOP/NOI for public review	30 days
8	Participate in Scoping Meetings (x 2): - TRPA APC – June 9 th (or July 14 th) - NTRAC or other Placer County venue – date/location TBD	during NOP/NOI review
9	NOP/NOI comments sent to Ascent	2 days after review ends
10	Ascent prepares and submits draft Scoping Comment Summary Report	2 weeks
11	Placer County and TRPA review draft Scoping Comment Summary Report and submit comments	2 week
12	Ascent prepares final Scoping Comment Summary Report	1 week
13	Ascent submits Administrative Draft EIR/EIS	90 days from receipt of NOP/NOI comments and all required project information <i>(whichever is greater)</i>
14	Placer County and TRPA review Administrative Draft EIR/EIS and submit comments	45 days
15	Ascent submits "spot check" copy of Draft EIR/EIS, draft Notice of Availability (NOA), and newspaper notice	3 weeks
16	Placer County and TRPA review and submit comments on "spot check" copy of Draft EIR/EIS	2 weeks
17	Ascent submits public-circulating Draft EIR/EIS	1 week
18	Placer County and TRPA release Draft EIR/EIS for 60-day public comment period	7 days
19	Circulate Draft EIR/EIS for public review	60 days
20	Participate in public hearings on the Draft EIR/EIS (x 3): - TRPA APC - TRPA Governing Board	during Draft EIR/EIS review

	Action	Estimated Date*
	- Placer County Planning Commission	
21	Draft EIR/EIS comments sent to Ascent	7 days after review ends
22	Ascent submits Administrative Final EIR/EIS**	30 days
23	Placer County and TRPA review and submit comments on Administrative Final EIR/EIS	3 weeks
24	Ascent submits "spot check" copy of Final EIR/EIS	2 weeks
25	Placer County and TRPA review and submit comments on "spot check" copy of Final EIR/EIS	2 week
26	Ascent submits Final EIR/EIS	1 week
27	Placer County and TRPA release Final EIR/EIS (<i>min. 10 day public review</i>)	7 days
28	Conduct Placer County and TRPA project approval/certification meetings (x 4): - Placer County: Planning Commission Hearing (EIR certified) and Board of Supervisors (<i>if appeal filed</i>) - TRPA: APC Hearing (<i>recommendation for project approval/EIS certification</i>) and GB Hearing (<i>project approval/EIS certification</i>)	30-90 days after receipt of Final EIR/EIS and staff recommendations
29	Placer County files Notice of Determination (NOD) with required Department of Fish & Game fee	within 5 days of certification

* If a step in the schedule is delayed for reasons outside of Ascent's control (e.g., public requests for extended review periods), the elapsed time between subsequent steps will be maintained to allow adequate to perform these later tasks.

** The time to prepare and submit the Administrative Final EIR/EIS is dependent on the number, nature, and complexity of the comments received on the Draft EIR/EIS.

Proposed Cost

The cost proposal for performing the scope of work is presented in the attached spreadsheet. It is based on the assumptions described below. Ascent is flexible and will gladly revisit the scope and price with Placer County and TRPA staff to ensure that it accurately reflects the needs of the project.

The attached cost proposal includes cost and person-hours by task and subconsultant and direct costs. With the objective of ensuring clarity about the cost proposal, Ascent has prepared assumptions that explain the basis for the cost estimate to implement this scope of work. The assumptions underlying the proposed scope of work and price are:

1. Placer County and/or TRPA will be responsible for distribution of the EIR/EIS and notices. Newspaper cost of publication of notices will be billed directly to Placer County and/or TRPA.
2. Review cycles for preliminary documents are presented in the Draft Schedule above. Additional review cycles or additional copies beyond those reflected in the Deliverables Summary above are not assumed.
3. The price is based on completion of work within an agreed-upon schedule. If substantial delay occurs, a price amendment would be warranted for additional project management time and other costs. Substantial delay is normally defined as 90 days or more.
4. Meeting costs have been estimated as part of the proposed budget. Meetings beyond the estimated number can be attended with prior authorization of additional budget.
5. Costs have been allocated to tasks to determine the total price. Ascent may reallocate costs among tasks, as needed, as long as the total price is not exceeded.
6. Printing costs for administrative drafts are included. The printing cost of the public Draft EIR/EIS and Final EIR/EIS is not predictable, depending on extent of color graphics desired and final number of pages, so it will be billed at-cost to Placer County/TRPA, with no fee for Ascent.
7. Once the proposed project description, baseline, and alternatives are approved by Placer County and TRPA for analysis in the EIR/EIS, the budget assumes they will not change thereafter.

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Exhibit B

TASKS	Rate/Hour	Principal \$200	PM \$155	Sr Air/Noise Analyst \$155	Air/Noise Analyst \$115	Env. Analyst \$85	Senior Biologist \$135	Editor \$90	GIS Analyst \$105	Graphics \$105	Document Production \$90	Total Hours	Total Dollars
Task 1. Project Initiation		12	40			12				4	4	72	\$10,520
Task 2. Scoping Meetings		10	40			8				8	4	88	\$9,950
Task 3. Prepare Administrative Draft EIR/EIS													
Introduction		1	4								1	6	\$810
Summary		2	8			8					12	30	\$3,480
Purpose and Need		2	8								1	9	\$1,420
Project Description		2	32			8			4	8	2	56	\$7,580
Alternatives Descriptions		2	32			8			4	8	2	54	\$7,350
Affected Env, Env Consequences, and Mit Measure													
Land Use		2	40			20					4	86	\$8,880
Air Quality		2	4	20	80						2	108	\$13,500
Greenhouse Gas Emissions and Climate Change		2	4	10	85						2	83	\$10,225
Noise		2	4	20	80					2	2	110	\$13,710
Traffic and Transportation		2	24							4	2	32	\$4,720
Biological Resources		2	4				60		10	2	2	100	\$13,260
Geology, Soils, Land Capability, and Coverage		2	36								2	40	\$8,160
Cultural Resources		2	2			24					2	30	\$3,170
Scenic Resources		2	24								2	28	\$4,300
Hazards and Hazardous Materials		2	4			40					2	48	\$5,000
Utilities and Service Systems		2	4			40					2	48	\$5,000
Environmental Justice		2	2			10					2	16	\$1,940
Cumulative Impacts		2	40	40		20	40				2	144	\$20,280
Other TRPA, CEQA, and NEPA-mandated Sections		4	20			40					2	68	\$7,880
Report Preparers		1	1			2					1	5	\$835
References		1	4			8					2	15	\$1,760
Mitigation Monitoring Plan		2	4			24					4	34	\$3,860
EIR/EIS Synthesis		18	20			20		18			18	88	\$11,080
Task 4. Prepare Public Review Draft EIR/EIS		10	24	10		24	20		2	8	24	120	\$15,250
Task 5. Prepare Administrative Final EIR/EIS		12	44	20		40	20				12	148	\$19,900
Task 6. Prepare Final EIR/EIS		8	12								18	36	\$4,800
Task 7. Prepare CEQA Findings		6	24								2	32	\$5,100
Task 8. Meetings and Hearings (10 in person)		40	60							8	4	112	\$18,500
Task 9. Project Management and Coordination		40	60									100	\$17,300
Total Ascent Labor Hours		187	627	120	225	356	160	18	20	46	137	1904	
Total Ascent Labor Dollars		\$39,400	\$97,185	\$18,600	\$25,875	\$33,820	\$21,600	\$1,440	\$2,100	\$4,830	\$12,330		\$257,180
DIRECT COSTS													
Subconsultants													
Fehr & Peers Transportation Consultants, Inc.													\$12,000
Auerbach Engineering Corp.													\$10,000
Subconsultants Subtotal													\$22,000
Reproduction (see deliverables table in scope of work)													\$4,000
Maps/Supplies/Photos													\$200
Postage/Delivery/Parking/Travel													\$1,200
Miscellaneous (includes transcript for 3 Draft EIR/EIS hearings)													\$3,200
Total Direct Costs													\$30,800
Administrative Cost (10%)													\$3,080
Total Direct Costs													\$33,880
TOTAL ESTIMATED FEE													\$280,840

Notes:

* Assumes public review copies of the Draft EIR/EIS and the Final EIR/EIS will be billed at-cost to Placer County/TRPA with no fee for Ascent. Our budget for hard copy printing assumes the following: \$5/copy for NOP/NOI, Executive Summary, and CEQA Findings; \$50/copy for the Administrative and Spot-Check Draft EIR/EIS; and \$35/copy for the Administrative and Spot-Check Final EIR/EIS. CDs will be produced at \$5/CD.



CONTRACT Justification Memorandum

TO: JOANNE S. MARCHETTA, EXECUTIVE DIRECTOR

FROM: Charles Emmett

REQUEST: Authorize execution of contract with ASCENT Environmental to provide \$290,840 over the period of fiscal years 2009/2010 and 2010/2011.

Justification: To develop and produce an EIS/EIR level document for the installation of a biomass facility in the Region.

Background: This is a fully reimbursable contract being funded by Placer County. It is anticipated that an EIR/EIS level document is needed for the installation of a biomass facility in the Region. Placer County is acting as the applicant and has agreed to provide full funding for the contractor and the TRPA staff time necessary to complete this document.

Selection Process: All parties have agreed to participate in TRPA's Bidding Process Waiver and contract with ASCENT Environmental to complete this work. See attached TRPA Bidding Process Waiver. The scope of work and cost are attached to TRPA's Consultant Services Agreement.

Supplies & Services: Description of supplies and services needed and departments that are affected.

- **Operations** – Support from operations will include Executive Office review of documentation and participation in various staff and public meetings.
- **IT** – Support from IT Department will include the posting of documents on the internet and intranet.
- **Finance** – Support from the Finance Department is requested for contract services and billing including billing rates for each TRPA Employee. This is a pass-through 101-99-99-7637 contract.
- **Legal** – Support from Legal is requested in review of contract documents for TRPA policy and practices and ensure the environmental document meets TRPA's need and purpose.

Contract Terms: Contract is for fiscal years 2009/2010 and 2010/2011 which ends on June 30, 2011. The total amount of the contract is not to exceed \$290,840 plus TRPA staff costs. This is a 100% reimbursable contract with an established escrow account of \$100,000 to be paid by Placer County.

Contract Manager: Charles Emmett, (775) 589-5288



Mail
 PO Box 5310
 Stateline, NV 89449-5310

Location
 128 Market Street
 Stateline, NV 89449

Contact
 Phone: 775-588-4547
 Fax: 775-588-4527
 www.trpa.org

AQ-2010-01

TRPA Bidding Process Waiver

Project: Placer County Biomass Plant

Issue: Waiver of normal bidding requirements for environmental document preparation:

Justification: TRPA Financial Policies and Procedures allow waving bidding requirements under certain conditions.

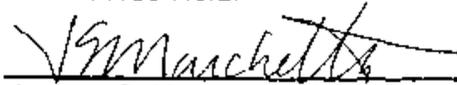
Tahoe Regional Planning Agency's (TRPA's) Financial Policies and Procedure Manual outlines procedures for negotiating sole source contracting. Specifically, Section 7.3.L states "When the contemplated procurement is funded by a third party, or parties, through a pass-through agreement, and the Agency and funding party, or parties, agree in writing to waive the normal bidding requirements when such a waiver is reasonable and prudent. Placer County has submitted a justification for the waiver that has been included as Attachment A.

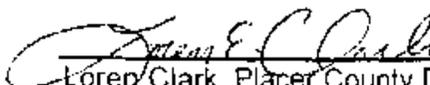
TRPA will be working in coordination with Placer County on a locating a biomass facility in or around the Lake Tahoe Region. An environmental document is being prepared to discuss the benefits or impacts associated with various scenarios. A consultant is being retained as an agent for TRPA to prepare this analysis. Funding will be done through a 100 percent pass-through agreement with Placer County.

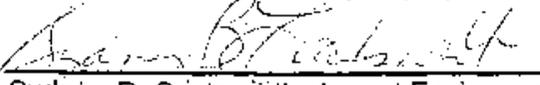
At this time, both TRPA and Placer County believe it is reasonable and prudent to waive TRPA's sole source contracting requirements and move to directly hire Ascent Environmental to perform the environmental analysis.

Estimated Cost: The cost for this work has been estimated to be \$290,840.

Agreement: Since time is of the essence to finalize the environmental document, signatories to this document agree to waive the normal bidding requirements of TRPA Financial Policies and Procedures 3.2 pursuant to the waiver provision provided for in the Financial Policies and Procedures 7.3.L.

 4/23/10
 Joanne S. Marchetta, TRPA Executive Director DATE

 4-15-10
 Loren Clark, Placer County Deputy Planning Manager DATE

 4-29-10
 Sydney B. Coatsworth, Ascent Environmental DATE



COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AICP
Agency Director

PLANNING

MEMORANDUM

TO: Tahoe Regional Planning Agency (TRPA)
FROM: Loren Clark, Assistant Director of Planning
DATE: April 15, 2010
SUBJECT: Placer County Justification To Waive TRPA Bid Process for County Biomass Facility Project

Placer County is hereby requesting that TRPA waive normal bidding requirements and negotiate a sole source contract to hire an environmental consultant of our mutual agreement, Ascent Environmental, Inc., to perform the environmental review of our proposed Lake Tahoe Biomass Facility.

TRPA Financial Policies and Procedures Section 7.3.L allows for a waiver:

"When the contemplated procurement is funded by a third party, or parties, through a pass-through agreement, and the Agency and funding party, or parties, agree in writing to waive the normal bidding requirements when such a waiver is reasonable and prudent"

Placer County is requesting this waiver for a multitude of reasons that are both reasonable and prudent.

Please consider the following: First in order to meet our project deadlines, which now include the preparation of a joint environmental impact report (EIR) and environmental impact statement (EIS), a longer amount of time is needed to process an entitlement. Our schedule, which includes input from our funding partners, is to break ground on the facility (if all approvals are obtained) in 2012 and to be operational in 2013. As you know the building season in Lake Tahoe is typically from May to October and any significant delay in our timeline will not provide us the opportunity to complete our project on-time.

Second, Placer County has investigated environmental firms with the requisite staffing and background to produce an EIR/EIS for a woody biomass to energy facility in this region. Ascent Environmental, Inc. is already working on a similar project in this region and that background combined with their experience on working with local agencies, including projects that require interagency coordination, leads us to conclude that they should be considered for a sole source designation for this project. Finally we believe the time it would take to perform a joint bidding process would unnecessarily delay the procurement decision which seems appropriate for this project at this time.

Sincerely,

LOREN CLARK
Assistant Director of Planning