



COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AICP
Agency Director

**PLANNING
SERVICES DIVISION**

Paul Thompson, Deputy Director

MEMORANDUM

TO: Honorable Board of Supervisors
FROM: Michael J. Johnson, AICP
Agency Director
DATE: October 11, 2011
SUBJECT: EASTERN PLACER COUNTY BIOMASS PROJECT

ACTION REQUESTED:

Staff requests the Board of Supervisors provide direction to proceed with the preparation of an environmental document and submittal of a Conditional Use Permit application to allow for the development of a proposed biomass power generation facility to be located at the Eastern Regional Material Recovery Facility and Landfill. In addition, staff requests that the Board authorize the Board Chairman to sign a contract with Ascent Environmental, Inc. in an amount not to exceed \$198,935 to prepare the Environmental Impact Report/Environmental Assessment for this project.

BACKGROUND:

Many of the forests in Placer County are overgrown with an unnatural accumulation of thick undergrowth and dense stands of trees due to decades of fire suppression activities. This vegetation, or biomass, contributes to poor forest health in a number of ways. By retaining water in the vegetation, excessive biomass reduces the amount of water that flows out of the forests and into regional water bodies. Overgrown forests can also stress individual trees competing for nutrients and water, increasing the potential for pests and diseases. In addition to impacts on forest health, a lack of wildfires or forest thinning practices encourages the creation of ladder fuels, which can send forest fires into the tree canopies, greatly increasing the risk of catastrophic wildfire. Ultimately, more biomass fuel means hotter and more aggressive fires that are more difficult to contain and more devastating to the land.

Forest thinning practices have been employed in eastern Placer County for many years by agencies such as the United States Forest Service and local fire districts, as well as by private property owners. Presently, most excess biomass fuels that are removed from overgrown stands are burned in open piles near their place of origin by the land management entities. This open burning creates air and water pollution and reduces the biomass fuels to ash, thereby eliminating any potential to capture the energy stored in the material.

To address the need for forest fuels management, Placer County established the Wildfire Protection and Biomass Utilization Program (hereafter referred to as "Program"). Adopted by Board on October 23, 2007, the primary goals of the Program are to:

- Reduce the risk of catastrophic wildfires in Placer County
- Protect Placer County citizens and visitors from the consequences of catastrophic wildfires
- Find one or more beneficial uses for excess biomass in Placer County
- Improve air quality in Placer County

In order to address the stated goal of finding a beneficial use for excess biomass in the County, the need for a biomass energy facility has emerged as an essential component of the overall Program. Such a facility would utilize technology powered entirely by woody biomass, converting the energy contained in the materials into electricity, filtering the smoke and ash and resulting in a clean, renewable source of energy.

On October 20, 2008, the Board took action to accept a federal grant from the U.S. Department of Energy (DOE) intended to facilitate the design and construction of a biomass power generating facility within Eastern Placer County (hereafter referred to as "Biomass Project").

County staff began the search for a private partner to share the cost of designing and constructing an energy facility in the Eastern Placer County region. The project was presented to existing power companies and other potential partners. One company in particular, NV Energy, expressed interest in the partnership and offered suitable land for construction in lieu of some of the proposed cost sharing. The available site was a location in Kings Beach that contained a commercial electric power load stability operation with six diesel-powered internal combustion engines, coupled with electricity generators enclosed in a 6,250 square-foot building. Located at the north terminus of Deer Street, one block north of Speckled Avenue, the facility had operated on the site from 1969 until 1981 without entitlement and has since operated under a Conditional Use Permit (CUP-540), which was approved in 1981.

Although locations outside the Tahoe Basin could have been considered for the project, the presence of a willing private partner in Kings Beach, along with the following facts, led to the decision to initiate the project within the Basin:

- Preliminary review of current regulatory constraints for a new biomass energy facility in eastern Placer County has indicated that the Lake Tahoe Air Basin is in attainment with ambient air standards. Alternatively, permitting in adjacent air basins would be difficult because emission offsets, which are in limited supply, would likely be necessary.
- Current forest thinning practices rely upon open burning to handle the biomass material because mastication (leaving the material on the ground) for disposal is not

an accepted practice in the semi-arid Sierra Nevada forested lands due to the extreme fire risk. However, the open burning in the Basin, and in the vicinity of the Basin, produces significant amounts of air and water pollution that negatively impact lake clarity and Basin air quality.

- Preliminary studies revealed that 80 percent or more of the woody material that would power a facility of the size proposed would be produced within the Basin on a sustained basis.
- Most of the electricity used in the Basin is produced by coal-powered plants in Nevada. A biomass facility within the Basin would offset the fossil fuel usage and reduce regional air pollution and greenhouse gas emissions.

Having selected a project site, staff began processing a Conditional Use Permit application for a biomass facility and contracted with Ascent Environmental to prepare an environmental document for the a proposed biomass facility in Kings Beach.

The Kings Beach project proposed an approximately 6,700 square-foot, two-story power generation structure and an attached 4,400 square-foot covered material storage structure. Placer County had determined that an Environmental Impact Report (EIR) would be required for the project. In addition, because the Project would require subsequent approval of a Public Service Project application from the Tahoe Regional Planning Agency (TRPA), an Environmental Impact Statement (EIS) was also required. In order to avoid additional cost and duplicate environmental analyses, Placer County and the TRPA began processing a joint EIR/EIS for the proposed biomass facility.

The Notice of Preparation (NOP) for the EIR/EIS was posted in July 2010. The NOP identified Kings Beach as the project site and listed two other potential locations within the Lake Tahoe Basin (one on Burton Creek Drive and one on River Road, both in Tahoe City) as alternative sites for analysis.

Because both in-basin alternative locations would have required Plan Area Statement revisions, and because applications for such revisions were not being accepted by TRPA until after its Regional Plan Update is completed, the in-basin alternatives would have been identified in the EIR/EIS as alternatives considered but rejected. Meanwhile, some citizens opposed to the project at the Kings Beach location began requesting that an out-of-basin alternative be evaluated. TRPA concurred with this sentiment and urged Placer County staff to include an out-of-basin alternative site.

In the summer of 2010, staff directed the environmental consultant to cease analysis of the two in-basin alternatives and to begin an equal-level review of both the Kings Beach site and an out-of-basin alternative. The new alternative site was referenced in the NOP as the storage facility for the winter month's supply of biomass material that would be routinely shipped to the facility if it were constructed in Kings Beach. That site, the Eastern Regional Landfill and Material Recovery Facility (ERL), was upgraded from a material storage location to an actual off-site, out-of-basin alternative to the Kings Beach site, and work progressed on the environmental document.

During the environmental review process, a significant and unavoidable noise impact, based upon TRPA criteria, was identified at the Kings Beach location. As it was not possible to mitigate this noise impact, TRPA issued a letter, dated August 4, 2011 (Attachment 2), that formally confirmed "TRPA's decision to remove the Kings Beach biomass facility site from further consideration in the joint TRPA/Placer County EIR/EIS."

Based on this action from TRPA, the Board of Supervisors took action on August 9, 2011, to direct County staff to cease environmental analysis of a proposed biomass energy facility in Kings Beach. In addition, staff was directed to withdraw the Public Service Project application from TRPA and to cancel contracts for the project with an individual consultant, a consulting firm and with TRPA. All of these directives have been completed. Staff was also directed to prepare a new contract for the preparation of an environmental document, and to process a land use application for a biomass facility to be located in eastern Placer County.

ANALYSIS:

As directed by the Board, staff has commenced a process to identify a possible biomass facility site that was not located within the Lake Tahoe Basin. The Eastern Regional Material Recovery and Landfill (ERL) site consists of four contiguous County-owned parcels that are developed with the landfill, a Materials Recovery Facility (MRF), and office building and a vehicle storage and road maintenance facility for the Tahoe Area Rapid Transit (TART). The site also includes three caretaker residences in the southern portion of the site and an inert processing area that is used for sorting, processing, and temporarily storing materials such as wood and green waste, rock, concrete, asphalt, and soils. The inert processing area, the landfill and the MRF are all leased from the County and operated by the Eastern Regional Sanitary Landfill, Inc.

Analysis of the ERL site to date has focused on an open graded area at the northwest portion of the property identified on the site plan as Location B (Attachment 3). For this location, as well as for the Kings Beach site, evaluations of impacts to biological and cultural resources, land use, aesthetics, geology, hydrology, air quality, traffic, and noise have been completed.

Based on the analysis prepared to date, staff has determined that such a project could potentially be constructed at the ERL, located on Cabin Creek Road. Preliminary analyses of the potential environmental impacts, site constraints, and economic feasibility of a biomass facility at the ERL have yielded the following information for the Board's consideration:

1. A review of the possible sites at the ERL reveals that three locations could be analyzed for a proposed biomass facility. Staff has concluded that this should provide quality alternatives for the purpose of CEQA analysis. A preliminary review of existing facilities and an estimation of the on-site improvements likely to be required at each of these locations have been accomplished. At this stage, staff has concluded that at least two of these sites are viable to proceed.
2. It is anticipated that the environmental document for a biomass facility at the ERL will be an Environmental Impact Report/Environmental Assessment (EIR/EA) to satisfy CEQA and NEPA requirements, respectively.

3. Staff has discussed the proposed site location change (from Kings Beach to Cabin Creek) with DOE and is completing the necessary changes to the grant documentation. Although the proposed site has been relocated, the project remains within the original scope of the DOE grant, so the remaining grant funds are available for the preparation of a new EIR/EA for a biomass facility at Cabin Creek.
4. As mentioned above, a portion of the ERL site, identified as Location B, has been previously analyzed as an alternative to the original Kings Beach location. While the environmental impacts associated with development of a biomass energy facility at Location B have largely been completed, it has recently been determined that development at this location could impact future operations of the landfill, particularly with the contractor's (Eastern Regional Sanitary Landfill, Inc.) use of the inert processing area in the northern portion of the site. In order to avoid potential conflict with future use of this portion of the site, staff has concluded that a new location (Location E on the attached site plan) should become the proposed project site for a biomass facility at the ERL. Therefore, if directed to proceed with an application for a biomass facility at the ERL site, Location E would be the proposed project site and Location B would be an alternative for the purposes of CEQA.
5. Staff was granted an exemption from competition from the County Procurement Department due to the background that Ascent Environmental Inc. has with the project as the original consultant for the environmental work of this project. A new contract with Ascent Environmental Inc. is attached (Attachment 1).
6. The proposed biomass facility site plan would need to be revised because original drawings were specific to a Kings Beach site, which was constrained by the parcel size and shape, as well as by TRPA design requirements that are more restrictive than County design criteria for industrial uses. The potential ERL sites would thus allow for more flexibility in building size, shape, and height. This will allow staff to include more technology possibilities and potentially reduce the construction cost of the building. The new preliminary site plan work is estimated to cost \$47,220. Placer County was recently awarded a United States Forest Service (USFS) grant for a biomass facility design. The Board approved this grant at the August 23, 2011 meeting for \$150,000, and a portion of that grant will be used for this work.
7. To complete the feasibility analysis, an economic viability study of the ERL sites (which would necessitate the completion of an EIR/EA) will be necessary. The proposed project needs to remain viable to ensure continuation of the public/private partnership between the business partner (Calpeco, who purchased NV Energy over a year ago) and the County to encourage long-term sustained operations. There are currently funds obligated to perform this analysis within the DOE grant.

Most of the technology, logistics, and fuel availability information prepared for the original project would still apply to the ERL sites. This is because one location on the ERL was thoroughly analyzed as a co-equal alternative for the Kings Beach proposal. Some of the forested areas previously considered for sourcing biomass material would need to be re-evaluated, as would the size and haul routes of the trucks delivering the material. Much of the material that was going to be sent directly to the Kings Beach site would now be

redirected to the ERL during the summer months. The winter month's material would no longer need to be delivered to Kings Beach.

Based on the analysis performed to date, staff has determined that, should the Board wish to proceed with a biomass facility in Eastern Placer County, a thorough analysis of the ERL could be accomplished. The environmental consultant believes that an administrative draft of the EIR/EA could be available within six months of posting a Notice of Preparation (NOP) for the project.

Staff has prepared a contract for Ascent Environmental, Inc. for \$198,935 to prepare the EIR/EA. A contract to Wood Rodgers for \$47,220 to prepare the preliminary site plan, which would support the EIR/EA, has been already been signed and executed by the County CEO. Staff was granted an exemption from competition by the County Procurement Department because Wood Rodgers has been the original consultant for the site plan work for over a year, and they knowledge of the history of the project.

FISCAL IMPACT:

Funds to support the EIR/EA contract of \$198,935 are available from the remaining DOE grant funds. Planning Services will also utilize \$47,220 to support the preliminary design of the site plan of the facility through the recently awarded \$150,000 USFS grant. DOE grant funds are also available to complete the remaining portions of the analyses to support this project. No budget adjustments are required to complete this action.

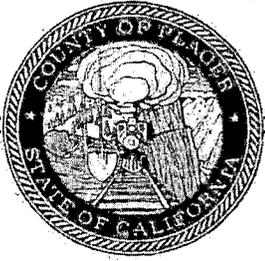
ACTION REQUESTED:

Staff recommends that the Board of Supervisors provide direction to proceed with the preparation of the environmental document and submittal of a Conditional Use Permit application for a proposed biomass power generation facility at the Eastern Regional Material Recovery Facility and Landfill located just north of Cabin Creek. In addition, staff requests that the Board of Supervisors authorize the Board Chairman to sign a Contract with Ascent Environmental Inc. in an amount not to exceed \$198,935 to prepare the EIR/EA for this project.

ATTACHMENTS:

- Attachment 1: TRPA Withdrawal Letter
- Attachment 2: Ascent Environmental Inc. Contract
- Attachment 3: ERL (Cabin Creek) Site Plan

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



COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AICP
Agency Director

ADMINISTRATION

SENT VIA ELECTRONIC MAIL AND U.S.P.S. CERTIFIED MAIL

August 9, 2011

Ms. Joanne Marchetta, Executive Director
Tahoe Regional Planning Agency
128 Market Street
Stateline, Nevada 89448

RE: Withdrawal of the County's application for a biomass facility in Kings Beach

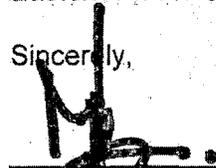
Dear Joanne:

Based upon your letter to me, dated August 4, 2011, in which you stated Tahoe Regional Planning Agency's formal decision to remove the Kings Beach biomass facility site from further consideration in the environmental documents being prepared for a biomass facility in Eastern Placer County, the Placer County Board of Supervisors took action on August 8, 2011 to direct staff to withdraw the County's application for a biomass facility in Kings Beach and stop the environmental analysis and any further consideration of Kings Beach as a potential site for a biomass facility. As a part of the same action, the Board directed staff to terminate the three-party Consultant Services Agreement between Placer County, TRPA, and Ascent Environmental, Inc.; terminate the Reimbursement Agreement between TRPA and Placer County; and, request that TRPA terminate the associated Consultant Services Agreement between TRPA and Jon-Paul Harries.

As provided for in Section IV of the contract by and between Placer County, TRPA, and Ascent Environmental dated April 30, 2011, and Section 19 of the reimbursement agreement by and between TRPA and Placer County dated May 25, 2010, this letter constitutes written Notice of Termination of Consultant Services Agreement No. CN012876 and written Notice of Termination of Reimbursement Agreement No. CN012895. Please return all remaining funds currently on deposit with TRPA with a detailed summary of all work performed through August 9, 2011 and discontinue any further work on this project.

While the Kings Beach site did not prove to be successful for a possible biomass facility, the County appreciates the opportunity to have worked collaboratively with TRPA in this endeavor. The County will continue to look for opportunities for feasible locations for a biomass facility in Eastern Placer County and the County will keep TRPA apprised of these pursuits.

Sincerely,


MICHAEL J. JOHNSON, AICP
Agency Director

cc: Sydney Coatsworth, ASCENT Environmental Inc.
Jon-Paul Harries, Consultant
Scott Finley, Supervising Deputy County Counsel
John Hester TRPA Planning Manager
Jerry Wells, TRPA Consultant

Contract No.: _____

Administering Agency: County of Placer/ Planning Department

Contract Description: Professional Services related to DOE Placer County Biomass Utilization Pilot Project

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 2011, by and between the County of Placer, ("County") and Ascent Environmental Inc., ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Consultant a Not to Exceed amount of **\$198,935.00** for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A. The payment specified in Exhibit A shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to the Placer County Planning Department in accordance with the provisions contained in Exhibit B.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Consultant 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.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Consultant shall perform the services generally in accordance with the "Draft Schedule" included in Exhibit A.
6. **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant 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 Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant'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.

9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County, or its officers, agents, employees, and volunteers.

A. **INSURANCE:**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

B. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

C. **GENERAL LIABILITY INSURANCE:**

1) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(a) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

- 2) One of the following forms is required:
 - (a) Comprehensive General Liability;
 - (b) Commercial General Liability (Occurrence); or
 - (c) Commercial General Liability (Claims Made).

- 3) If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate

- 4) If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
 - (a) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- 5) Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

 - (a) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (b) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

D. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

- 2) "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- 3) "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

E. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

F. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than two million dollars (\$2,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

10. **Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
11. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
12. **Personnel.**
 - A. Consultant 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 Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
13. **Standard of Performance.** Consultant 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 Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

14. **Termination.**

A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

- 1) Consultant shall deliver 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, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit A, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant 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 Consultant. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Consultant may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

15. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

16. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

17. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the

services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

18. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
19. **Conflict of Interest.** Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
20. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
21. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
22. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
23. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Planning Department
Attn: Brett Storey
3091 County Center Drive
Auburn, CA 95603

Phone: (530) 745-3011
Fax: (530) 886-5343

CONSULTANT:

Ascent Environmental, Inc.
Attn: Brett Storey
455 Capital Mall, Suite 210
Sacramento, CA 95814

Phone: (530) 745-3011
Fax: (530) 886-5343

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____ Date: _____

Mr. Robert Weygandt, Chairman, County of Placer, Board of Supervisors

Approved as to Form – County Counsel:

By: _____ Date: _____

Approved as to Content:

By: _____

Michael Johnson, Director, Community Development Resource Agency

CONSULTANT – ASCENT ENVIRONMENTAL, INC *

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

**If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

Exhibits

- A. Scope of Services
- B. Payment for Services Rendered

**EXHIBIT A
SCOPE OF SERVICES**

The Consultant shall perform all tasks identified in the attached Exhibit A-1.

Draft Schedule

The following schedule is based on the tasks outlined in Ascent's scope of work. This schedule can be refined as needed with Placer County staff. Based on discussions with Placer County staff as it related to the former Lake Tahoe Basin Biomass Facility Project, 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 will not be required.

	Action	Estimated Date*
1	Notice to proceed and contract signed.	Mid-October
2	Project Initiation Meeting; conduct remaining on the ground field work. <i>(Assumes NOP alternatives are agreed upon at this meeting)</i>	during last 2 weeks of October
3	Ascent prepares and submits draft NOP and newspaper notice.	2 weeks
4	Placer County reviews draft NOP and newspaper notice, and submit comments.	1 week
5	Ascent prepares final NOP and newspaper notice.	5 days
6	Placer County releases NOP for 30-day period.	2 days
7	Circulate NOP for public review.	30 days
8	Participate in Scoping Meeting(s).	during NOP review
9	NOP comments sent to Ascent.	2 days after review ends
10	Ascent prepares and submits draft Scoping Comment Summary Report.	2 weeks
11	Placer County reviews draft Scoping Comment Summary Report and submit comments.	1 week
12	Ascent prepares final Scoping Comment Summary Report.	1 week
13	Ascent submits Administrative Draft EIR.	90 days from receipt of NOP comments and all required project information <i>(whichever is greater)</i>
14	Placer County reviews Administrative Draft EIR and submits comments.	30 days
15	Ascent submits "spot check" copy of Draft EIR, draft Notice of Availability (NOA), and newspaper notice.	3 weeks
16	Placer County reviews and submits comments on "spot check" copy of Draft EIR.	2 weeks
17	Ascent submits public-circulating Draft EIR.	1 week
18	Placer County releases Draft EIR for 45-day public comment period.	2 days
19	Circulate Draft EIR for public review.	45 days
20	Participate in public hearing(s) on the Draft EIR.	during Draft EIR review
21	Draft EIR comments sent to Ascent.	2 days after review ends
22	Ascent submits Administrative Final EIR.**	30 days
23	Placer County reviews and submits comments on Administrative Final EIR.	2 weeks
24	Ascent submits "spot check" copy of Final EIR.	2 weeks

Action		Estimated Date*
25	Placer County reviews and submits comments on "spot check" copy of Final EIR.	1 week
26	Ascent submits Final EIR.	1 week
27	Placer County releases Final EIR (<i>min. 10 day public review</i>).	2 days
28	Conduct Placer County project approval/certification meetings.	30-90 days after receipt of Final EIR and staff recommendations
29	Placer County files Notice of Determination (NOD) with required Department of Fish & Game fee.	within 5 days of EIR 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 is dependent on the number, nature, and complexity of the comments received on the Draft EIR.

EXHIBIT A-1



SCOPE OF SERVICES EASTERN PLACER COUNTY BIOMASS ENERGY FACILITY ENVIRONMENTAL DOCUMENTATION AUGUST 25, 2011

This scope of services is submitted by Ascent Environmental, Inc. (Ascent) to Placer County for preparation of an environmental impact report (EIR) to address the physical environmental effects of the construction and operation of the proposed Eastern Placer County Biomass Energy Facility at a site on the former Eastern Regional Landfill (ERL) off of Cabin Creek Road. Ascent's in-house staff will prepare the EIR. Ascent's proposed team includes Fehr & Peers Transportation Consultants, Inc. for transportation and traffic analyses; and Susan Lindström for cultural resources analyses.

The EIR will be prepared pursuant to the California Environmental Quality Act (CEQA) and Placer County's Environmental Review Ordinance. Because the project will receive funding from the U.S. Department of Energy (DOE), the document will also include the substantive environmental review requirements of an Environmental Assessment (EA) pursuant to the National Environmental Policy Act (NEPA). Although DOE has not yet determined the appropriate level of environmental review for the project (Environmental Impact Statement [EIS] or EA), we assume for purposes of this scope of work that an EA will be adequate based on preliminary discussions with DOE staff and Placer County research on environmental documentation for similarly sized facilities at other locations. This scope of work, therefore, assumes: 1) that an EA would be the level of review required by DOE; 2) that the EIR will be prepared to include the substantive requirements of a DOE EA sufficient to support a Finding of No Significant Impact (FONSI); and 3) that all procedural requirements for review and approval under NEPA will be carried out by DOE. For purposes of this proposal, the environmental document— notwithstanding the fact that it will involve two lead agencies—shall be referred to as an EIR.

Project Understanding

Placer County is seeking to evaluate the construction and operation of a 2 megawatt (MW) wood-to-energy biomass facility at the County-owned ERL site in unincorporated Placer County between the Town of Truckee and Tahoe City. The site includes an existing Materials Recovery Facility (MRF), three on-site caretaker residences, Department of Public Works road maintenance facilities, and Tahoe Area Regional Transit (TART) facilities. The proposed biomass facility would consist of a two-story building, an open air pole barn structure (size unknown) for temporary biomass storage with a sprinkler system, parking, utility improvements/extensions, and an approximately 2 to 3-acre long-term (overwinter) storage area. More information is needed to understand the physical improvements that are proposed to distribute power from the plant to the electrical grid (e.g., transformer pad, stepdown equipment).

The Placer County Department of Facility Services has identified five locations on the ERL site as potentially viable for a biomass facility (Sites A, B, C, D, and E depicted in a letter dated August 12, 2011 from Facility Services to the Placer County Planning Division). Our proposal assumes that one of the five sites will become the location of the proposed project and that the other four sites will either be: 1) evaluated as alternatives in the EIR in a manner consistent with CEQA environmental review requirements; or 2) described in the EIR as alternatives considered but rejected from detailed evaluation. Alternatives evaluated in the EIR will be assessed in a comparative manner, rather than at an equal level of detail. It is assumed that a CEQA comparative level analysis of alternatives will be adequate to support a DOE EA/FONSI.

The five potential ERL sites were visited on August 24, 2011 by Ascent staff, Wood Rodgers engineering and geotechnical staff, and Placer County Planning and Engineering Staff. During that meeting it was determined that the most suitable of the five sites are Sites B, E, or a combination thereof. The following generally describes these alternative site options.

- Site B – Container Storage Area in the Northern Portion of the ERL Site. Site B is located west of the existing wood/inerts debris area in the northern portion of the ERL site (previously under evaluation as part of the Lake Tahoe Basin Biomass Energy Facility EIR/EIS). Site B is a relatively flat disturbed area, located on fill, and

constrained most by the need for roadway improvements, utility extensions, and the additional roadway maintenance required to provide wintertime access. Site B is located within the ERL fence and would require amendment of the contract between Placer County and the MRF operator.

- Site E – Existing Caretaker Residence in the Southern Portion of the ERL Site. Site E is located at the southern end of the ERL site, outside the ERL fence and scalehouse, and at the location of the easternmost of the three existing caretaker residences on the ERL site. Site E is space-constrained and would require the removal of an existing employee residence. If relocation of the residence (rather than elimination) is proposed, the site for relocation would need to be identified and evaluated in the EIR. The site slopes to the south and would require more extensive site improvements and new disturbance than Site B. Utility improvements/extensions would be minimized at this location. It appears that there are two possible ephemeral or intermittent streams south of this site. A second caretaker residence is located on the west side of Cabin Creek Road and could be affected by operational noise.
- Site B and E Hybrid – Site B for Materials Storage, and Site E for the Biomass Plant. This alternative would reduce the extent of new disturbance relative to Site E, and would reduce required utility improvements/extensions relative to Site B.

Sites A, C, and D were eliminated from further consideration. Site A is the northernmost of the sites identified, a location previously considered for the Justice Center. This site would require the lengthiest utility improvements/extensions, roadway improvements, and the greatest amount of new disturbance. Site A would offer no environmental advantages relative to Site B. Site C would require utility improvements/extensions and roadway improvements similar in magnitude to Site B, but would also require new disturbance in a currently undisturbed area of the ERL site. Site C would offer no environmental advantages relative to Site B. Site D was rejected on the basis that it was identified by Facility Services as a location of potential future expansion of ERL MRF activities.

In addition to Alternatives A, C, and D, the alternatives rejected from detailed evaluation described in the EIR will include those off-site alternatives (e.g., Kings Beach, Burton Creek, Williamson Property, Loyalton) and technologies (e.g., curtain burners) that had been previously considered but rejected during evaluation of the Lake Tahoe Basin Biomass Energy Facility EIR/EIS preparation.

For the purposes of this scope, it is assumed that the EIR will evaluate up to three alternatives to the proposed project at a comparative level, including the No Project Alternative. Our proposed scope of work assumes that the alternatives carried forward in the EIR will be limited to sites within the boundaries of the former ERL site. Our analysis also assumes, based on discussions with CalPECO representatives, that no off-site transmission line improvements would be required to bring power either to or from the site.

Lastly, we understand that Placer County staff will prepare a CEQA Initial Study that can be used to scope out certain resources (e.g., mineral resources, agricultural resources, population and housing, and recreation) with sufficient evidence, thus eliminating the need for a detailed discussion of less-than-significant effects in the EIR.

Scope of Work

Our scope of work below takes into account baseline information and impact analyses previously conducted in support of Lake Tahoe Basin Biomass Energy Facility EIR/EIS. With the exception of Site B, potential ERL sites have not been evaluated in the field by resource experts, and some additional field work (e.g., biological and cultural surveys, noise measurements) will be necessary. This proposed scope of work is organized into major tasks. 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.

Ascent will discuss any needed refinements to the scope of work and budget with Placer County during Task 1, Project Initiation. Our scope of work assumes that Placer County will continue to provide any needed materials that define the project to support EIR 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 up to two action alternatives for comparative analysis; and prepare a Notice of Preparation (NOP) and Notice of Intent (NOI) (if DOE concurs), and related newspaper notice. It is assumed that Placer County will develop the mailing list (including the 300-foot radius list) and distribute noticing materials in accordance with its standard procedures.

To complete this task, Ascent will:

- ▲ Attend a project initiation meeting with 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 and other agencies or County departments, as appropriate.
- ▲ Define the proposed project and up to three alternatives (including the no project alternative) to be evaluated in coordination with Placer County.
- ▲ Assist in refinement of project objectives, if necessary.
- ▲ Prepare a brief description of the proposed project and alternatives for use in the NOP/NOI.
- ▲ Revise the description based on Placer County comments.
- ▲ Prepare draft NOP/NOI 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).
- ▲ Revise the NOP/NOI and related newspaper notice in response to comments and resubmit the final for publication/distribution by Placer County staff.

TASK 2: Scoping Meeting

The purpose of this task is to conduct one local scoping meeting to help determine the content of the EIR. It is expected that the scoping meeting will be held at a location near the ERL site (e.g., Squaw Valley or Town of Truckee).

To complete this task, Ascent will:

- ▲ Organize the agenda and content of the scoping meeting.
- ▲ Facilitate the scoping meeting, present the project description, project alternatives, overview of the environmental review process, and potential environmental issues, if desired.
- ▲ 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 Summary Report for submittal to Placer County.
- ▲ Review work program for any revisions needed as a result of scoping and present to Placer County for approval.

TASK 3: Prepare Administrative Draft EIR

The purpose of this task is to prepare a comprehensive and legally defensible EIR that also meets the substantive requirements of an EA pursuant to NEPA. (As described above, procedural requirements of NEPA will be undertaken by DOE, the lead agency under NEPA.) 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, 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:

- ▲ Introduction – This chapter will include an overview of the purpose of the document, organization and contents of the document, a description of less-than-significant effects determined in the Placer County Initial Study, and lead agencies.
- ▲ Summary – This chapter will include a summary of the alternatives evaluated, issues to be resolved, and areas of controversy. The bulk of this chapter will include a detailed summary “table” that identifies less-than-significant, significant but mitigable, and unavoidable impacts, and effectiveness of recommended mitigation measures for each alternative.
- ▲ Purpose and Need – This chapter will include a description of the purpose and need for the project and project objectives, the scope of the study, and relationship to other projects and plans.
- ▲ Project Description – This chapter will include a discussion of the regional and local setting, project history, project characteristics and features, required discretionary actions, and intended uses of the EIR, including a list of responsible and other agencies expected to use the EIR in decision-making.
- ▲ Affected Environment, Environmental Consequences, and Mitigation Measures – Each technical resource chapter will include a description of the environmental setting description, thresholds of significance and other regulatory standards, environmental consequences of the proposed project, 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; 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; existing regional and local air quality, including attainment status for criteria pollutants; sensitive receptors, including on-site caretaker residences; short-term construction and long-term operational emissions; assessment against the Placer County Air Pollution Control District’s (PCAPCD) 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 thresholds). It is assumed that PCAPCD will prepare a comprehensive health risk assessment for the proposed project and Ascent will peer review and incorporate that information into the EIR.
 - ✓ 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 defeasibility; 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 regulatory framework; existing noise environment at and near the project site based on a combination of short-term and up to one long-term (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 and mix on Cabin Creek Road and the local roadway network; construction traffic effects; operational effects, including number, size, and routes of incoming (biomass fuel loads) and outgoing (ash) haul trucks; potential impacts to traffic flow, safety, and road wear; and mitigation measures.
- ✓ Hydrology and Water Quality: 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 and Soils: Descriptions of existing soils and geology; project grading (cut and fill) and topographic alteration; specific soils impacts; 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.
- ✓ Aesthetics: Existing visual character of the site and surrounding; visibility of the site from scenic vistas; potential effect on community character; consistency with local 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, telecommunications water, wastewater); utility providers; water supply availability and improvements needed to provide water to the site; post-project utility service and use; coordination with utility providers; potential for increased demand and ability to serve; including fire flow requirements; and mitigation measures.
- ✓ Environmental Justice – Discussion of the potential for the project to disproportionately affect any racial or socioeconomic group.
- ▲ Cumulative and Growth-Inducing 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 with respect to the sustainability of the fuel supply; cumulative impact findings for resource areas described above. This chapter will also discuss the growth-inducing potential of the project.
- ▲ Alternatives – This chapter will include descriptions of alternatives, characteristics, location(s) of alternatives evaluated in the EIR; a summary of comparative effects of the alternatives (relative to the proposed project); and alternatives considered but rejected from further consideration. This chapter will also identify an Environmentally Superior Alternative.
- ▲ Mitigation Monitoring and Reporting Plan – A draft MMRP will be prepared and included as an attachment to the EIR. The MMRP will include features to monitor success of mitigation, responsible parties for monitoring, guidelines for conducting monitoring and reporting results, enforcement procedure for noncompliance, and schedules for monitoring.
- ▲ Other Sections:
 - Cover sheet
 - Table of Contents

- Acronyms and Abbreviations
- Report Preparers
- References
- Appendices

TASK 4: Prepare Public Review Draft EIR

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

To complete this task, Ascent will:

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

TASK 5: Prepare Administrative Final EIR

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

To complete this task, Ascent will:

- ▲ Meet with Placer County 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 80 professional technical hours.
- ▲ Prepare introductory chapter; text revisions to Draft EIR; a list of persons, organizations, and public agencies commenting on the Draft EIR; enumerated comment letters and public hearing transcripts; responses to the significant environmental points raised in comments received on the Draft EIR; and a revised/final Mitigation Monitoring Plan
- ▲ Submit Administrative Final EIR to Placer County for review and comment

TASK 6: Prepare Final EIR

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

To complete this task, Ascent will:

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

To complete this task, Ascent will:

- ▲ Attend a project initiation meeting with Placer County staff
- ▲ Attend up to four coordination meetings with Placer County staff
- ▲ Attend one public meeting and hearing on the Draft EIR, includes costs to produce transcripts
- ▲ Attend one project approval/certification meeting on the Final EIR

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:

- ▲ Devote effort each month to ensure an efficient and timely process for project execution
- ▲ Coordinate closely with Placer County 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
Draft NOP/NOI	13 hard copies; 1 CD
Final NOP/NOI	35 hard copies; 2 CDs
Draft Scoping Comment Summary Report	1 email copy
Final Scoping Comment Summary Report (to be included as appendix to the EIR)	1 email copy
Administrative Draft EIR	13 hard copies; 1 CD
Spot-check Draft EIR	13 hard copies; 1 CD
Draft EIR - Complete Document - Executive Summary for State Clearinghouse	35 hard copies, 2 CDs 15 hard copies; 15 CDs
Administrative Final EIR	13 hard copies; 1 CD
Spot-check Final EIR	13 hard copies; 1 CD
Final EIR	35 hard copies; 2 CDs

Deliverable	Placer County Copies
CEQA Findings	5 hard copies; 1 CD

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 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 will be responsible for distribution of the EIR and notices. Newspaper cost of publication of notices will be billed directly to Placer County.
2. Review cycles for preliminary documents are presented in the Scope of Work 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 and Final EIR 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, with no fee for Ascent.
7. Once the proposed project description, baseline, and alternatives are approved by Placer County for analysis in the EIR, the budget assumes they will not change thereafter.

**EXHIBIT B
PAYMENT FOR SERVICES RENDERED**

Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown in Exhibit B-1. Reimbursement of travel, lodging and miscellaneous expenses shall not exceed the total amount shown in Exhibit B-1. Mileage shall be limited to Federal IRS rate. Per Diem shall be limited to GSA rate (see www.gsa.gov/mie).

All other expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

Total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Invoices shall include, as minimum, the task worked, the number of hours worked, the title of staff who worked on the task and the hourly rate. Work performed by Consultant will be subject to final acceptance by the County project manager(s).

Submit all invoices to: Placer County Planning Department
 Attn: Brett Storey, Project Manager
 3091 County Center Drive
 Auburn, CA 95603

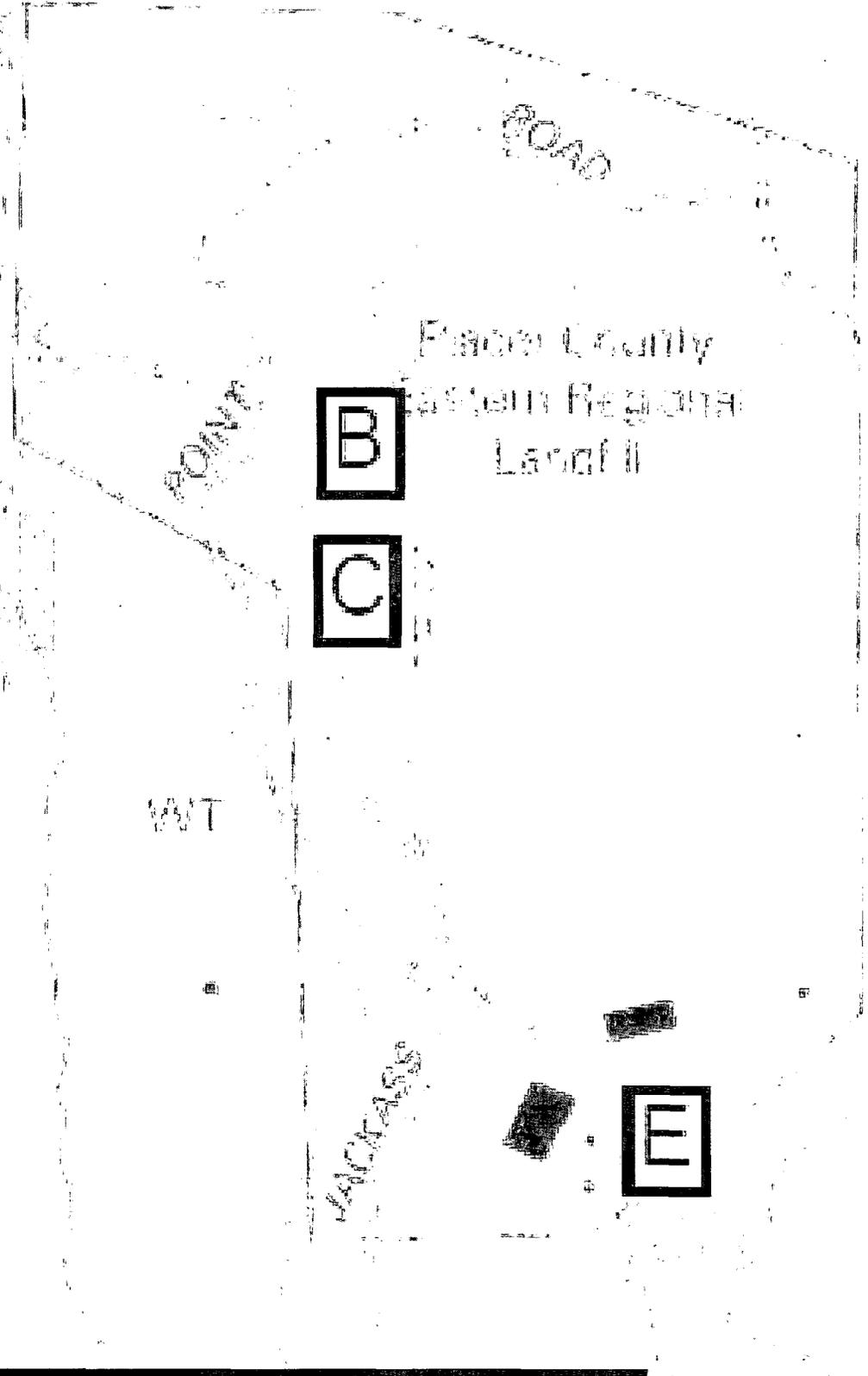
Payment Schedule

Payments shall be made to Consultant within thirty (30) days after the billing is received and approved by County.

EXHIBIT "B-1"

TASKS	Rate/Hour	Principal	PM	Sr Air/Noise Analyst	Air/Noise Analyst	Env. Analyst	Senior Biologist	GIS Analyst	Graphics	Document Production	Total Hours	Total Dollars
		\$200	\$155	\$155	\$115	\$95	\$135	\$105	\$105	\$90		
Task 1. Project Initiation		4	20			12			4	4	44	\$5,820
Task 2. Scoping Meeting		4	12			24			4	2	46	\$5,540
Task 3. Prepare Administrative Draft EIR												
Introduction		1	4							1	6	\$910
Summary		2	8			8				12	30	\$3,480
Purpose and Need		1	6							1	8	\$1,220
Project Description		2	10			24		4	6	2	48	\$5,460
Affected Env, Env Consequences, and Mit Measures												
Land Use		2	8			24				4	38	\$4,280
Air Quality		2	4	12	60					2	80	\$9,960
Greenhouse Gas Emissions and Climate Change		2	4	8	40					2	56	\$7,040
Noise		2	4	10	50				2	2	70	\$8,710
Traffic and Transportation		2	12						4	2	20	\$2,860
Biological/Forestry Resources		2	4				56	8	2	2	74	\$9,810
Geology and Soils		2	2			20				2	26	\$2,790
Hydrology and Water Quality		2	2			20				2	26	\$2,790
Cultural Resources		2	2			16				2	22	\$2,410
Aesthetics		2	4			24				2	32	\$3,480
Hazards and Hazardous Materials		2	4			24				2	32	\$3,480
Utilities and Service Systems		2	4			36				2	44	\$4,620
Environmental Justice		1	2			6				2	11	\$1,260
Cumulative, Growth-Inducing, Other CEQA-mandated Alternatives		2	36	4	24	36	32			2	136	\$17,280
Report Preparers		1	1				8			1	3	\$445
References		1	4			8				2	15	\$1,760
Mitigation Monitoring and Reporting Plan		1	4			20				4	29	\$3,080
EIR Synthesis		16	24			20				16	76	\$10,260
Task 4. Prepare Public Review Draft EIR		8	20	10		20	16	2	6	20	102	\$12,950
Task 5. Prepare Administrative Final EIR		10	32	20		20	8			12	102	\$14,120
Task 6. Prepare Final EIR		6	12							16	34	\$4,500
Task 7. Prepare CEQA Findings		4	24							2	30	\$4,700
Task 8. Meetings and Hearings (up to 5 in person or conf calls)		24	40						4	2	70	\$11,600
Task 9. Project Management and Coordination		12	60								72	\$11,700
Total Ascent Labor Hours		126	389	72	174	394	120	14	32	129	1450	
Total Ascent Labor Dollars		\$25,200	\$60,295	\$11,160	\$20,010	\$37,430	\$16,200	\$1,470	\$3,360	\$11,610		\$186,735
DIRECT COSTS												
Subconsultants												
Fehr & Peers Transportation Consultants, Inc.												\$3,500
Susan Lindström												\$2,500
Subconsultants Subtotal												\$6,000
Reproduction (see deliverables table in scope of work) ¹												\$4,000
Maps/Supplies/Photos												\$200
Postage/Delivery/Parking/Travel												\$600
Miscellaneous (includes transcript for 1 Draft EIR hearing)												\$800
Total Direct Costs												\$11,600
Administrative Cost (10%)												\$600
Total Direct Costs												\$12,200
TOTAL ESTIMATED FEE												\$198,935

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ERL - Potential Biomass Sites

