



COUNTY OF PLACER
Community Development/Resource Agency

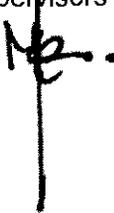
Michael J. Johnson, AICP
Agency Director

PLANNING
SERVICES DIVISION

Paul Thompson, Deputy Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael Johnson, AICP 
Agency Director

DATE: March 12, 2013

SUBJECT: **PLACER COUNTY CABIN CREEK BIOMASS FACILITY PROJECT - CONTRACT AMENDMENT AND BUDGET REVISION**

ACTION REQUESTED

1. Approve a contract amendment with Ascent Environmental, Inc. for preparation of an Addendum to the Environmental Impact Report for the Cabin Creek Biomass Facility Project in the amount of \$27,416.00 of budgeted net County cost (for a total aggregate amount of \$226,351.00, and
2. Approve a budget revision appropriating \$41,166.00 to the Biomass Project (Professional Services Fund 2555) which will be fully reimbursed from the Department of Energy Placer County Biomass Utilization Pilot Project Grant (Professional Services Fund 2555).
 - a. \$27,416.00 to appropriate services provided by Ascent Environmental, Inc. for the contract amendment noted above, and
 - b. \$13,750.00 for a separate contract with Ascent Environmental, Inc. for preparation of the Environmental Impact Report for the Cabin Creek Biomass Facility Project that was outside the original contract's scope of work.

There is no net county cost related to this action.

BACKGROUND

On October 11, 2011, the Board directed the Planning Services Division to proceed with the preparation of an Environmental Impact Report (EIR) 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 County's Cabin Creek Eastern Regional Landfill facility. Ascent Environmental, Inc. was contracted to prepare the EIR. The original contract was funded for \$198,935.00, which did not include the cost of printing copies of the EIR. The Final Environmental Impact Report was released on December 4, 2012. Staff presented the Final EIR and Conditional Use Permit to the Planning Commission where it was unanimously approved on December 20, 2012. The project was appealed on December 27, 2012.

Staff has determined that an Addendum to the Environmental Impact Report is required to address specific issues raised in the Appeal. Additionally, the cost for printing services associated with the Final EIR is now known. This contract amendment with Ascent Environmental, Inc. is for preparation of an Addendum to the Environmental Impact Report for the Cabin Creek Biomass Facility Project in the amount of \$27,416.00 of budgeted net County cost (for a total aggregate contract amount of \$226,351.00).

Additionally, during the final days of the EIR process, the Planning Services Division needed to have Ascent perform pertinent work outside the original contract scope of work. A separate contract for those services was awarded for \$13,750.00. The total amount of funding for Ascent to perform the EIR would now be totaled at \$240,101.00 (Original contract for \$198,935.00; this contract amendment for \$27,416.00; and separate contract for \$13,750.00)

FISCAL IMPACT

There is no fiscal impact to the County General Fund. The total amount of \$41,166.00, which includes the \$27,416.00 for the contract amendment with Ascent Environmental, Inc. and the \$13,750.00 for a separate contract with Ascent Environmental, Inc., is fully reimbursable from the congressionally directed Department of Energy Grant entitled "Placer County Biomass Utilization Pilot Project".

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

Attachments:

- Attachment 1: Original Contract with Ascent Environmental, Inc.
- Attachment 2: Amendment to Contract with Ascent Environmental, Inc.
- Attachment 3: Separate Contract with Ascent Environmental, Inc.
- Attachment 4: Budget Revision

cc: Holly Heinzen, Chief Assistant County Executive Officer
Karin Schwab, Deputy County Counsel

10/11

Contract No.: 13057

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 October 11, 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.

- 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."

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

Executed as of the day first above stated:

COUNTY OF PLACER

By: [Signature] Date: 10/11/11

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

Approved as to Form – County Counsel:

By: [Signature] Date: 10/05/11

Approved as to Content:

By: [Signature]

Michael Johnson, Director, Community Development Resource Agency

CONSULTANT – ASCENT ENVIRONMENTAL, INC*

By: [Signature]
Name: Sydney B. Coatsworth
Title: Vice President
Date: 9/26/11

By: [Signature]
Name: Honey E. Walters
Title: Secretary
Date: 9/26/11

**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-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



397

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.

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 EIRs 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.

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	2	36	4	24		36	32			2	136	\$17,280
Alternatives	2	18	8			32	8			2	68	\$8,420
Report Preparers	1	1								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	8	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
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	
Administrative Cost (10%)											\$600	
TOTAL ESTIMATE											\$198,030	

102

**FIRST AMENDMENT TO PLANNING SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES – ASCENT ENVIRONMENTAL INC**

THIS FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2013, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and ASCENT ENVIRONMENTAL INC, hereinafter referred to as CONSULTANT.

WHEREAS, on October 11, 2011, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to additional services to be provided by Consultant under said contract and the compensation for those additional services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1 of the original Contract shall be amended to provide for the additional services and compensation as follows:

The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services shall not exceed \$27,416.00 as set out in Exhibit "A".

2. The COUNTY agrees to pay to CONSULTANT \$226,351.00 as the sole compensation under the Contract and as amended by this First Amendment.

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

COUNTY OF PLACER:

By: _____ Date: _____
Mr. Jim Holmes, Chairman, County of Placer, Board of Supervisors

CONSULTANT:

By: _____ Date: _____
Sydney B. Coatsworth, Vice President

By: _____ Date: _____
Honey L. Walters, Secretary

APPROVED AS TO FORM:

By: _____ Date: _____
County Counsel

APPROVED AS TO CONTENT:

By: _____ Date: _____
Michael J. Johnson, AICP
Agency Director

EXHIBIT "A"

Prepare Addendum: This task involves preparing an Addendum to incorporate clarifying information about material sourcing for the biomass facility. A preliminary determination has been made that the proposed clarifications would not create new significant effects, substantially more severe significant effects, or other major revisions resulting from significant new information, as defined by CEQA Section 21166 and State CEQA Guidelines Section 15162. The scope below describes the work necessary to complete an Administrative Draft Addendum, a Spot-Check Draft Addendum, and a Final Addendum for public release and Board of Supervisors consideration.

/// **Administrative Draft Addendum.** Ascent will prepare an Administrative Draft Addendum for County staff review. The Addendum will include an introductory discussion of the CBD appeal letter and reasons for the Addendum, a description of the additional clarifying information, incorporation of the CEQA Findings by reference, and an explanation of why the proposed clarifications would not create new significant effects, substantially more severe significant effects, or other major revisions resulting from significant new information, as defined by CEQA Section 21166 and State CEQA Guidelines Section 15162. The rationale for the decision as to the level of additional CEQA documentation will be supported with a modified Environmental Checklist that considers for each environmental issue: the citation (chapter and section) in previous documentation to which the issue was assessed; whether proposed changes require major revisions to the previous EIR; whether new circumstances require major revisions to the previous EIR; whether any new information exists that would result in substantially more severe impacts than were previously evaluated; and whether any previously infeasible or new mitigation measures are available to address impacts, but would not be implemented. The checklist responses will also address comments regarding greenhouse gas emissions in the CBD appeal letter. It is assumed that the analysis conducted for the Environmental Checklist will be sufficient to support preparation of the Addendum. The Administrative Draft Addendum will be submitted to Placer County for review and comment.

/// **Spot-Check Draft Addendum.** Based on comments from County staff on the Administrative Draft Addendum, Ascent will prepare a Spot-Check Draft Addendum for County review. This scope of work assumes that comments will not require analysis of new issues or substantially revised analysis of issues already addressed in the administrative draft.

/// **Final Addendum.** Based on comments from County staff on the Spot-Check Draft Addendum, Ascent will prepare a final Addendum for consideration by the Board of Supervisors.

▲ **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 prepare for and participate in: /// Up to two (2) conference calls (assumed to be up to 2 hours in length) to discuss the status of the project

/// One coordination meeting with Placer County staff in Auburn

/// One Placer County Board of Supervisors meeting

It is assumed that the project manager, principal-in-charge, and lead air quality/greenhouse gas emissions analyst will prepare for and participate in these discussions.

▲ **Project Management and Coordination:** The purpose of this task is to effectively manage the project schedule, budget, invoicing, and contract. This task also includes coordination time with Placer County staff about project management issues, as needed. An additional 4 hours of project management time is required for oversight of the environmental review and for additional coordination with Placer County over the remaining duration of the project.

▲ **Draft EIR and Final EIR Printing Costs:** Printing costs for the public Draft EIR and public Final EIR were not included in our scope of services/executed contract (p. 8 of our scope of services, bullet 6) and are included here at the County's request.

Contract No.:

KN021070

Administering Agency:

County of Placer/ Community Development Resource Agency

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 Jan 9, 2012, 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 \$13,750.00 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. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
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".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

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 one (1) year 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.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

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 one million dollars (\$2,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year 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.

G. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

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, Photostatting, 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.
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: Brett Wood
Brett Wood, Purchasing Manager

Date: 1/9/13

Approved as to Form – County Counsel:

By: [Signature]

Date: 12/20/12

Approved as to Content:

By: [Signature]

Michael Johnson, Director, Community Development Resource Agency

CONSULTANT - ASCENT ENVIRONMENTAL, INC *

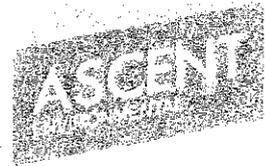
By: [Signature]
Name: Sydney B. Coatsworth
Title: Vice President
Date: 12/10/12

By: [Signature]
Name: HONEY WALTERS
Title: Secretary
Date: 12/10/12

**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 Work



November 5, 2012

Gerry Haas
Associate Planner
Placer County CDRA
3091 County Center Drive, Suite 120
Auburn, CA 95603

Subject: Cabin Creek Biomass Facility Project EIR -- Additional Work Towards the Conclusion of the Cabin Creek EIR

Dear Gerry,

As we've discussed by telephone, the work necessary to complete the administrative final environmental impact report (EIR) for the Cabin Creek Biomass Facility Project requires an effort beyond our contracted services. The out-of-scope work is described below, and the costs to complete that work are reflected in the attached spreadsheet.

- ▲ **Prepare Admin Final EIR:** Our contract included 80 technical hours to prepare the Administrative Final EIR. The legal nature, complexity, and extent of comments requires additional time beyond our initial contract. The additional work requires an additional 88 technical hours.
- ▲ **Project Management and Coordination:** The purpose of this task is to effectively manage the project schedule, budget, invoicing, contracts, and subcontracts. This task also includes coordination time with Placer County staff about project management issues, as needed. An additional 12 hours of project management time is required for oversight of the environmental review and for additional coordination with Placer County over the remaining duration of the project.

Every effort has been made to minimize the fees necessary to complete the additional work. We look forward to your reply, and to the opportunity to continue to assist Placer County on this important effort. Please contact us if you have any questions.

Sincerely,

Nanette Hansel
Project Manager

Amanda K. Olekszulyn, AICP
Principal

cc: Project File (11010082.01)

TASKS	Principal	PM	Air/Noise Analyst	Env. Analyst	Total Hours	Total Dollars
	Rate/Hour					
Prepare Administrative Final EIR	8	30	40	10	88	\$11,800
Project Management and Coordination	2	10			12	\$1,950
Total Ascent Labor Hours	10	40	40	10	100	
Total Ascent Labor Dollars	\$2,000	\$6,200	\$4,600	\$950		\$13,750
DIRECT COSTS						
Total Direct Costs						\$0
TOTAL ESTIMATED FEE						\$13,750

414

FOR CASH TRANSFERS & RESERVE CANCELLATIONS PLEASE PROVIDE THE FOLLOWING
Fund/subFund - OCA - PCA - G/L - Sub G/L

PLACER COUNTY

PAS DOCUMENT NO.

BUDGET REVISION

POST DATE:

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
6	BR	82,332.00	2

- Cash Transfer Required
- Reserve Cancellation Required
- Establish Reserve Required

- 2/14 Auditor-Controller
- County Executive
- Board of Supervisors

ESTIMATED REVENUE ADJUSTMENT										APPROPRIATION ADJUSTMENT											
DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
06	006		100		992233	92233	7326			41,166.00	06	014		100		992233	92233	2555			41,166.00
TOTAL										41,166.00	TOTAL										41,166.00

ATTACHMENT 4

REASON FOR REVISION: To appropriate funding for services provided by Ascent Environmental to support the Placer County Cabin Creek Biomass Facility,
which will be reimbursed from the congressionally directed Department of Energy Grant entitled "Placer County Biomass Utilization Pilot Project".

Prepared by *[Signature]* Ext 3038

Department Head _____

Board of Supervisors _____

Date: 2/6/13

Page: _____

Budget Revision # _____ FISCAL YEAR: _____

Distribution: ORIGINAL ONLY to Auditor

REV 11/16/2004

