



M E M O R A N D U M
COMMUNITY DEVELOPMENT RESOURCE AGENCY
PLANNING SERVICES DIVISION
County of Placer

TO: Board of Supervisors

FROM: Paul Thompson
Interim Agency Director

BY: Sherri Conway
Senior Planner

DATE: July 12, 2016

SUBJECT: Sunset Area Plan Update and Placer Ranch Specific Plan

ACTION REQUESTED

1. Authorize the preparation and execution of a contract with Ascent Environmental, Inc., subject to prior review and approval by County Counsel and Risk Management, to prepare the Environmental Impact Report for the Sunset Area Plan and Placer Ranch Specific Plan in an amount not to exceed \$791,140 based on the Scope of Work and material terms, and
2. Authorize the County Executive Officer to sign a first amendment to the contract with Mintier Harnish for the preparation of the Sunset Area Plan Update for a net total decrease of \$61,370 in the original contract amount from \$998,865 to \$937,495.

BACKGROUND

The Sunset Area Plan and the Placer Ranch Specific Plan

The Planning Services Division is continuing with the preparation of an update to the Sunset Industrial Area Plan. The overall objective of the Sunset Plan is to re-envision and re-brand the Sunset Area to fully implement the County's long-term vision to the plan area. By designing an overall strategy for Sunset, the County intends to attract large mixed use developments, commercial uses, universities, advanced manufacturing, corporate campuses, institutions, and entertainment venues that encourage businesses with primary wage jobs to locate in the Sunset area. The Plan update will examine market conditions, assess existing business retention and expansion, generate an overall economic analysis, identify infrastructure needs and finance alternatives, develop a new land use diagram, and design standards. The approved work program is comprehensive and far-reaching, and will lay the foundation to achieve the Board of Supervisor's direction of economic prosperity and job creation in south Placer County. Staff is currently reviewing the draft land use diagram and will be bringing this forward to the Board in August 2016.

Critical to achieving success within the Sunset Area, is the advancement of the Placer Ranch Specific Plan planning process. The 2,213-acre Placer Ranch property is located entirely within the boundaries of the Sunset Area Plan and will provide the opportunity to deliver critical backbone infrastructure to the remainder of the Sunset Area, as well as act as a catalyst to job creation. The proposed Placer Ranch Specific Plan includes a wide range of land uses, including various types of residential, commercial, light industrial, and park/open space areas. The cornerstone of the proposed Placer Ranch project is the inclusion of a 301-acre satellite campus of California State University Sacramento.

On April 5, 2016, the Board directed staff to move forward with processing the Placer Ranch Specific Plan concurrent with the Sunset Area Plan Update. On May 17, 2016, the Board authorized the execution of a contract for consulting services with MacKay & Soms Civil Engineers, Inc. for the preparation of the Placer Ranch Specific Plan and associated technical studies.

Environmental Impact Report

Both the Sunset Area Plan and the Placer Ranch Specific Plan will be subject to the environmental process pursuant to the California Environmental Quality Act (CEQA, Public Resources Code Section 2100 et. seq.) and the State CEQA Guidelines (Title 14 California Code of Regulations Section 15000 et seq). Because the Sunset Area Plan is a land use plan, covers 8,100 acres, and would be implemented in the form of numerous projects over time, the appropriate level of environmental review is a program environmental impact report (PEIR). The PEIR will allow comprehensive treatment of alternatives and cumulative impacts, avoid duplicative reconsideration of basic policies, and provide a platform for tiering, thereby streamlining future environmental review processes. However, because the Placer Ranch Specific Plan is much more detailed and includes a proposed large-lot tentative map, the Environmental Impact Report (EIR) would evaluate the Placer Ranch Specific Plan at a project-specific level of detail. By combining the two analyses into one EIR, the County will provide a more efficient and cohesive environmental analysis.

Staff has identified Ascent Environmental, Inc. to prepare this EIR. Ascent was already under contract through Mintier Harnish to prepare the Plan Update EIR and thus has a working knowledge of the project description and environmental issues involved in this area. The total cost estimate to prepare the Environmental Impact Report for the Sunset Area Plan, including the Placer Ranch Specific Plan, and complete the environmental processes pursuant to CEQA is \$741,140 plus a contingency of \$50,000, for a total contract amount of \$791,140. This amount includes \$172,535, which will come from the Fiscal Year 2016-17 Planning Services Division's Professional Services Fund, previously allocated to the Mintier Harnish contract. This amount will be supplemented by an additional \$618,605 from the County Executive Office's Community and Agency Support Fund to be recommended in the FY 2016-17 final budget through the creation of a Sunset Area Planning project in the County's Capital Fund for the purposes of establishing a comprehensive approach to identifying and funding the increasing activities in the Sunset area. Attachment 1 provides the draft contract and scope of work. The Tentative Schedule of Milestones and Deliverables is the only remaining section within the draft proposed Scope of Work that needs to be finalized before this can be executed. In the interest of expediting the preparation of this contract and commencing the work, staff has elected to bring forward material terms to the Board for authority to finish preparation of the contract for the Board Chair's execution subject to prior final review by County Counsel and Risk Management .

Mintier Harnish Contract Amendment

On November 18, 2014, the Board approved a contract with Mintier Harnish to prepare the Sunset Area Plan Update. The Existing Conditions Report and Economic Market Analysis are now complete. Staff brings forward for the Board's consideration an amendment to the contract with Mintier Harnish to allow for continued preparation of the Sunset Area Plan update, including the Alternatives Evaluation, Stakeholder Outreach, preparation of the draft policy document, Design Standards and Guidelines, and preparation of the Capital Improvement Plan and Finance Plan. This contract amendment request will also enable the Mintier Harnish team to carry out the specific coordination tasks with the Placer Ranch project team. A complete description of the Scope of Work associated with the proposed contract amendment is provided in Exhibit B.

Additionally, as Ascent Environmental, Inc. is currently under contract to Mintier Harnish to prepare the Environmental Impact Report for the Sunset Area Plan in the budgeted amount of \$172,535, staff requests the Board consider a contract amendment to Phase 8 of the existing Mintier Harnish contract. This contract amendment would eliminate the Scope of Work tasks outlined in Phase 8, thereby reducing the contract amount by \$172,535. This action would allow these funds and a portion of the work program to be reallocated and applied to the new Ascent EIR contract.

In sum, the requested contract amendments with Mintier Harnish consist of two parts:

Part 1 of the contact amendment is for a decrease in the amount of \$172,535 associated with the elimination of the scope of work to prepare the EIR for the Sunset Area Plan. This will correspondingly result in the reallocation of the \$172,535 to the new contract with Ascent Environmental, Inc. for

preparation of the combined Sunset Area Plan Program Environmental Impact Report and the Project Environmental Impact Report for the Placer Ranch Specific Plan.

Part 2 of the contract amendment is for an increase in the amount of \$111,165 to provide on-going preparation of the Sunset Area Plan as well as additional project coordination services associated with the County's processing of the Placer Ranch Specific Plan.

FISCAL IMPACT

Initial funding for the contract with Ascent Environmental, Inc. will come from the FY 2016-17 Planning Services Division's Professional Services Fund in the amount of \$172,535, and supplemented by an additional \$618,605 to be recommended in the FY 2016-17 final budget through the creation of a Sunset Area Planning project in the County's Capital Fund for the purposes of establishing a comprehensive approach to identifying and funding the increasing activities in the Sunset area

Funding for the Mintier Harnish contract amendment is available in the FY 2016-17 Planning Services Professional Services Fund. The two-part amendments noted above represent a net decrease in the Mintier Harnish contract in the amount of \$61,370, for a total contract amount of \$937,495.

Attachment 1: Ascent Environmental Draft Contract and Scope of Work
Attachment 2: First amendment to the planning services agreement for professional consultant services – Mintier Harnish

cc: Donna Kirkpatrick, CDRA
James Importante, County Executive Office
Michele Kingsbury, County Executive Office
Karin Schwab, County Counsel
Paul Thompson, Interim CDRA Director
E.J. Ivaldi, Deputy Planning Director
Jim Harnish, Mintier Harnish
Sydney Coatsworth, Ascent Environmental

ATTACHMENT 1

CONTRACT FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT For: Sunset Area Plan Update and Placer Ranch Specific Plan Environmental Impact Report

This Contract for Preparation of an Environmental Impact Report ("Contract") is entered into this _____ day of _____ 2016, by and between the COUNTY OF PLACER ("County"), and Ascent Environmental, Inc. ("Consultant"), collectively referred to as the "Parties".

Whereas, County has initiated an update to its Sunset Industrial Area ("SIA") and has now incorporated in to that update the proposed Placer Ranch Specific Plan ("PRSP") (hereinafter referred to as the "Project"), and

Whereas, County has determined that the preparation of an environmental impact report ("EIR") in accordance with the California Environmental Quality Act ("CEQA"—Public Resources Code sec. 21000 et seq.) is required for the Project and specifically a program-level analysis for the SIA and a project-level analysis for the PRSP, and

Whereas, Consultant has agreed to prepare an EIR for County, and County has agreed to pay for the costs of preparation of the EIR, all in accordance with the terms as set forth herein,

Now, therefore, In consideration of the promises and covenants hereinafter set forth, the Parties agree as follows:

1. DUTIES OF CONSULTANT

A. Consultant agrees to prepare an EIR for the Project and otherwise provide the consulting services set forth in Exhibit A, attached hereto and incorporated herein by reference (the "Scope of Work"). All work shall be performed in accordance with professionally accepted standards and shall result in a technically adequate EIR which complies with CEQA, the County's Environmental Review Ordinance, and all applicable planning and planning-related statutes, regulations, ordinances and guidelines.

B. Consultant has prepared a cost for the Scope of Work based on Consultant's best estimate of the effort required to respond to comments received during the Notice of Preparation process and comments received on the publicly circulated draft document, and preparation of the Final EIR. Consultant's cost for the Scope of Work (the "Approved Cost") and Consultant's fee schedule are set forth in Exhibit A, attached hereto and incorporated herein by reference. Travel, printing, clerical, mailing, mapping, photographs, telephone charges, computers, and other administrative costs associated with the work are included within the Approved Cost.

C. The EIR to be prepared under this Contract shall be prepared in coordination with the County and its staff. Consultant acknowledges that in the performance of services under this

Contract, it is it working solely for County and shall request and receive direction solely from County with respect to the work described in this Contract. Consultant agrees that it is not presently engaged in, and during the term of this Contract will not enter into, any contract with the real property owners of the PRSP that may impair Consultant's ability to render complete, fair and impartial advice to County or may otherwise directly or indirectly be adverse to the interests of County.

D. In addition to the Scope of Work described in Exhibit A, the Parties to this Contract may from time to time mutually agree in writing during the term of this Contract that Consultant shall perform additional services in connection with the Project. Such additional services may include, but are not limited to attendance by Consultant at meetings or public hearings beyond those addressed in the Scope of Work or for which charges for time and materials exceed the budgeted amount; revisions to Administrative Draft EIRs beyond the number set forth in the Scope of Work, or other additional services related to the preparation of the EIR outside of the Scope of Work. Mutually agreed upon changes to the Scope of Work, additional document revisions or attendance at additional meetings, must, to be effective, be set forth in a written amendment to this Contract, which shall describe the Modification to the Scope of Work and the Approved Cost. Such amendment shall only be effective if executed by all Parties hereto. Additionally, if comments made on the Draft EIR are extensive or require additional technical studies beyond the Scope of Work, the Parties shall undertake good faith efforts to negotiate appropriate changes in the Scope of Work, Approved Cost, and EIR Processing Timeline, taking into consideration the Consultant's Fee Schedule as set forth in Exhibit A.

E. All products of whatsoever nature which Consultant delivers to County pursuant to this Contract shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession. Consultant shall be obligated to devote as much of its attention, skill, and effort as may be reasonably required to perform the services described herein in a timely manner.

F. Upon request of County, Consultant shall submit all background research materials generated by Consultant in the preparation of the EIR. When requested by County, Consultant shall provide all mapping materials in a form, which is compatible with the County's geographic information system software and computer aided drafting software. Unless the County's system is not the most current released, costs incurred to upgrade or modify Consultant's computer systems to provide this compatibility shall be borne by Consultant. The standards for compatibility shall include the following or those approved by the Geographic Information System (GIS) Division of the Community Development Resource Agency.

1. All drawings shall be in one of the following formats: a) .DWG, b) Arc/View Shape File, or c) Arc/Info .E00 Files.
2. The scale of the maps shall be 1:100.
3. The storage of the map files shall be on compact disc(s).
4. Fonts should be standard Auto Cad or standard ESRI styles.

5. If a digital drawing is a projected figure, the projection used shall be the California State Plan Zone II NAD 27.

6. All digital aerial photography shall be in a form approved by the GIS Division of the Planning Department.

7. Any databases accompanying mapping information shall be compatible with Arc/Info and AutoCAD.

2. DUTIES OF COUNTY

A. County agrees to compensate Consultant in an amount not to exceed an Approved Cost total of _____ (\$ _____) for work performed in accordance with the Scope of Work. Payment to the Consultant shall be made by County based upon an actual time and materials basis in accordance with this Section 2 and Exhibit A. Consultant shall submit to the County monthly invoices for work performed describing the Work Program Task Number of the work as outlined in Exhibit A, the actual work performed, the person(s) performing the work, his/her hourly rate, and the expenses for which reimbursement is claimed. County shall promptly review the invoice, and provided the work has been satisfactorily performed in accordance to Exhibit A, County shall pay invoices within twenty (20) days of approval of the invoice. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice.

3. PERSONNEL

Consultant shall employ, at its own expense, all personnel necessary to perform the services required by this Contract, and in no event shall such personnel be the employees of County. In addition to personnel employed directly by Consultant, Consultant may engage such subcontractors as deemed necessary to the performance of its services as set forth in the Scope of Work. Any such subcontractors shall be paid by the Consultant from the funds paid to Consultant pursuant to Section 2 of this Contract provided such is part of the Approved Cost. In no event shall County be otherwise responsible for the costs of any such subcontractors.

4. TERMINATION OF CONTRACT

A. In the event County, in its sole discretion, deems it in the best interests of the County, County shall have the right to terminate this Contract at any time without cause by giving thirty (30) days notice in writing of such termination to Consultant. In the event of notice of termination by County, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Contract. In the event of termination of this Contract:

1. Consultant shall deliver copies of all documents and writings prepared by it pursuant to this Contract. The term "documents and writings" shall be construed to mean and include: work papers, electronic files, e-mails, drawings, internal memoranda, photographs, background reports and studies, preliminary drafts and other documents and files pertaining to the Project.

2. County shall have full ownership and control of all documents and writings. All work papers, graphics, photographs, and any written or graphic material, however produced, prepared by Consultant in connection with its performance of services hereunder shall be, and shall remain after termination of this Contract, the property of the County and may be used by the County for any purpose whatsoever. Notwithstanding, Consultant shall not be responsible for any claims arising out of the County's extraction or modification of Consultant's work products and for any claims arising out of the use of work product by County for any other purpose than which is expressly set forth under this Agreement.

3. County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Contract not to exceed the amount documented by Consultant and approved by County as work accomplished to date in accordance with this Contract; provided, however, that in no event shall any payment hereunder exceed the amount specified in Section 2 A hereof and 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 Contract. 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.

B. Consultant may terminate its services under this Contract only upon good cause or upon the mutual consent of the County, and shall provide thirty (30) working days advance written notice to the County and of any such intent to terminate.

D. In the event the County directs that work be suspended for a period longer than thirty (30) days for any reason other than dissatisfaction with Consultant's work, Consultant shall be entitled to payment based on a time and material basis through the date of receipt of written notice of suspension of work from the County. Consultant shall also be entitled to reasonable re-mobilization costs to recommence the work, as necessary.

5. TIME OF PERFORMANCE

Consultant shall devote such attention to the performance of services pursuant to this Contract as may be necessary for the satisfactory and timely performance of Consultant's obligations pursuant to this Contract in accordance with the EIR Processing Timeline attached hereto as Exhibit A and incorporated herein. No party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party. In the event the work is delayed due to direction by County or other factors outside the Consultant's control, the EIR Processing Timeline shall be adjusted accordingly. By agreement between the Parties, deadlines set forth in the EIR Processing Timeline may be extended for a mutually agreed upon period of time as circumstances require.

6. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY and Applicant 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 and Applicant arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY or Applicant) and without limitation by enumeration, all other claims or demands to the extent caused by Consultant's negligent acts, errors, or omissions or willful misconduct. 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 to the extent caused by Consultant's negligent acts, errors, or omissions or willful misconduct. 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, the COUNTY or Applicant or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY and Applicant from liability for damages or injuries to third persons or property to the extent arising from CONSULTANT'S negligent performance or willful misconduct pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers. For purposes of this Section 6, the term "CONSULTANT" means Ascent Environmental Inc. and its/their members, agents, officers and representatives.

7. 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.

8. 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.

9. GENERAL LIABILITY INSURANCE:

A. 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:

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

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. 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:

- (1) One million dollars (\$1,000,000) each occurrence
- (2) Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- (a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- (b) One million dollars (\$1,000,000) for Products-Completed Operations
- (c) Two million dollars (\$2,000,000) General Aggregate

(2) 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).

E. 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:

(1) The limits of liability shall not be less than:

- (a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- (b) One million dollars (\$1,000,000) aggregate for Products Completed Operations
- (c) Two million dollars (\$2,000,000) General Aggregate

(2) 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.

10. ENDORSEMENTS:

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

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

B. "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."

C. "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."

11. 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.

12. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) 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.

13. 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.

14. NOTICES

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, sent certified or registered, and addressed to the parties as follows:

County:

Community Development Resource Agency
Environmental Coordination Services
3091 County Center Drive, Suite 190
Auburn CA 95603

Consultant:

Ascent Environmental, Inc.

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.

15. MODIFICATION--WAIVER

No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.

16. ASSIGNMENT

No party shall assign, transfer, or otherwise dispose of this Contract in whole or in part to any individual, firm or corporation without the prior written consent of each of the other parties which consent shall not be unreasonably withheld. Subject to the provisions of the preceding sentence, this Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the parties hereto.

17. JURISDICTION

This Contract shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Contract shall be brought and maintained to the extent allowed by law in the County of Placer, California.

18. ENTIRE CONTRACT

This Contract sets forth the entire understanding between the parties as to the subject matter of the Contract and merges all prior discussions, negotiations, letters of understanding, or other promises, whether oral or in writing.

19. This contract may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

In witness, whereof, the parties have executed this Contract effective as of the day and year first written above.

CONSULTANT:

By: _____ Date: _____

Print: _____
Secretary, Ascent Environmental Inc.

By: _____ Date: _____

Print: _____
President or Vice President, Ascent Environmental Inc.

COUNTY OF PLACER:

By: _____ Date: _____

Print: _____
Chair, Board of Supervisors

Approved as to form:

By: _____ Date: _____

Print: Karin Schwab
County Counsel

Approved as to content:

By: _____ Date: _____

Print: Paul Thompson
Community Development Resources Agency

*If a corporation, Contract 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:

Exhibit A: Scope of Work & Budget

Scope of Work
Preparation an Environmental Impact Report
for the Sunset Industrial Area Plan Update and
Placer Ranch Specific Plan

Ascent Environmental, Inc.
(June 3, 2016)

The following scope of work describes the tasks necessary to prepare the environmental impact report (EIR) for the Sunset Industrial Area (SIA) Plan, including the proposed Placer Ranch Specific Plan, and complete the environmental process pursuant to the California Environmental Quality Act (CEQA, Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (Title 14 California Code of Regulations Section 15000 et seq.). A budget and a schedule are attached to this scope of work, based on the project understanding and assumptions provided herein.

Because the SIA is a land use plan, covers approximately 8,900 acres, and would be implemented in the form of numerous individual projects over time, Placer County has indicated that the appropriate level of environmental review for the SIA Plan is a program EIR. The program EIR is an appropriate choice in that: it will allow comprehensive treatment of alternatives and cumulative impacts, avoid duplicative reconsideration of basic policies, and provide a platform for tiering, thereby streamlining future environmental processes. However, because the Placer Ranch Specific Plan is much more detailed and includes a proposed large-lot tentative map, the EIR would evaluate that Placer Ranch Specific Plan at a project-specific level of detail.

Ascent will prepare the EIR consistent with Placer County's Environmental Review Ordinance (Placer County Code, Chapter 18) and will use document formats acceptable to the County.

Project Understanding

The SIA is an 8,900-acre area in unincorporated western Placer County, located west of the Highway 65 corridor and situated between the cities of Lincoln to the north, Rocklin to the east, and Roseville to the south. The Mintier Harnish team is currently working with County staff on the preferred SIA Plan. The overall objective of the SIA Plan update is to re-envision and re-brand the SIA to fully implement the County's long-term vision for the plan area. By designing an overall vision for the SIA, the County intends to attract large mixed-use developments, commercial uses, universities, industrial manufacturing, corporate campuses, institutions, and entertainment venues that encourage businesses with primary wage jobs to locate in the SIA. The plan update will examine market conditions; assess existing business retention and expansion; generate an overall economic analysis; identify infrastructure needs and infrastructure finance alternatives; develop a new land use diagram, and produce a constraints and opportunities analysis.

In addition, Placer County has initiated the planning process for the Placer Ranch Specific Plan. The Specific Plan area includes approximately 2,213 acres within the southern SIA and includes a wide range of land uses, including various types of residential, commercial, light industrial, public/quasi-public, and park/open space uses. Western

Regional Sanitary Landfill property is located adjacent to the northern plan area boundary, and Western Placer Waste Management Authority is currently proposing improvements to the existing landfill, among other improvements. Specific land use entitlements for Placer Ranch include a General Plan Amendment, Sunset Industrial Area Plan Amendment, Rezone, Large-lot Tentative Subdivision Map, Development Agreement, and Design Guidelines for the 2,213-acre property.

The residential uses included in the Placer Ranch Specific Plan comprise one-third of the overall plan area and include a mix of low-, medium-, and high-density providing a total of 5,837 dwelling units. The Specific Plan area also includes over 10 million square feet of non-residential uses. Commercial uses cover just over one-third of the plan area and range from regional commercial to neighborhood commercial and also include a variety of business park/light industrial uses. Over 300 acres of the project site would be dedicated to parks and open space. Schools and other public facilities are also included in the Specific Plan. The highest priority land use is the 301-acre public/quasi-public land use currently identified for a potential California State University Sacramento (Sac State) satellite campus. Similar in size to the existing Sac State main campus, the Placer County campus would be developed in phases and could eventually accommodate up to 25,000 students and 4,000 to 5,000 faculty and staff.

The proposed Specific Plan also includes roadway infrastructure, including a three-mile segment of Placer Parkway, as well as an expressway ultimately connecting US Highway 99 (at Sankey Road) and California State Route 65 (at Whitney Ranch Parkway).

Several major plans are currently underway that will influence the SIA (including Placer Ranch Specific Plan) planning process. These include the City of Roseville’s proposed Amoruso Ranch Specific Plan to the west of Placer Ranch, and the planned improvements for the Western Regional Sanitary Landfill. Participation in the Placer County Conservation Plan (PCCP) is also key to the SIA Plan, including the Placer Ranch Specific Plan.

Task 1 CEQA Kickoff / Placer Ranch Site Visit

Ascent will attend a CEQA kickoff meeting with the County and its technical consultants. The primary purpose of the meeting is to ensure that all parties understand the proposed scope of the project, the environmental review schedule, and the steps required for the notice of preparation (NOP) and EIR. The kickoff meeting will provide Ascent an opportunity to inquire further about the Placer Ranch Specific Plan and receive all available background/technical documents. Ascent will also complete a four-hour site visit of the Placer Ranch property to familiarize our team more specifically with the plan area (Ascent has already visited the SIA property). It is envisioned that the County would lead the site visit and that it would occur immediately prior to or following the kickoff meeting.

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| Deliverables/ Meetings | Attendance at kickoff meeting at the County offices Completion of a site visit |
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Task 2 Review of Placer Ranch Materials

Ascent has reviewed materials available for the SIA, and we have completed the natural resources and health and safety sections of the SIA Existing Conditions Report. However, Ascent has not yet reviewed materials previously prepared for the Placer Ranch Specific Plan. Ascent will review available project materials provided at the CEQA

Kickoff / Placer Ranch Site Visit (Task 1) and completed technical studies to gain a deeper understanding of the Placer Ranch Specific Plan, including proposed land uses, phasing, infrastructure, circulation, access, and other project elements. Ascent's team will note environmental programs included as part of the project, design elements, and supporting studies. Ascent will prepare a memo documenting any additional information needed to prepare the EIR, including any essential information gaps identified in the technical studies.

Based on information provided by the County and conversations with County staff, Ascent assumes that the following plans and technical studies prepared for the Placer Ranch Specific Plan will be provided (items with an asterisk [*] are either partially complete or not currently available):

- ▶ Draft Specific Plan* (including finished maps and associated GIS files)
- ▶ Alternative Land Use Plans* (Note: this scope of work includes an optional task for Ascent landscape architects to provide Alternative Land Use Plans)
- ▶ Design Guidelines*
- ▶ Storm Drainage Master Plan
- ▶ Water Master Plan*
- ▶ Water Supply Assessment*
- ▶ Water Conservation Plan
- ▶ Recycled Water Master Plan
- ▶ Sewer Master Plan
- ▶ Dry Utilities Report
- ▶ Energy Supply Analysis*
- ▶ Comprehensive Traffic Study* (including existing, near-term, and cumulative analyses and all traffic data needed for air quality, greenhouse gas [GHG], and noise analyses)
- ▶ Noise Study
- ▶ Landfill Odor Analysis
- ▶ Biological Resource Assessment
- ▶ California Red-legged Frog Habitat Assessment
- ▶ Special-status Bird Assessment
- ▶ Special-status Amphibian and Reptile Report
- ▶ Fisheries Impact Evaluation*
- ▶ Arborist Survey Report
- ▶ Wetland Delineation
- ▶ Cultural Resources Inventory and Evaluation Report
- ▶ Paleontological Study

- ▶ Mitigation Bank Area Map
- ▶ Phase 1 Environmental Site Assessment

Ascent assumes that these studies are comprehensive, technically accurate, and sufficient for use in the Draft EIR without additional research or analysis, or will be made adequate for use by the County's respective specialists. For the items listed above, it is assumed that Ascent will not need to supplement the technical information (including GIS files and non-GIS graphics) for the corresponding technical chapter of the Draft EIR.

Two technical studies were not included in the County's list of plans and documents, but are essential for completion of the Draft EIR. These include:

- ▶ Air Quality Impact Assessment
- ▶ GHG Impact Assessment

Ascent has included completion of the Air Quality Impact Assessment and GHG Impact Assessment under Task 5. Please refer to Task 5 for detail regarding these technical evaluations.

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| Deliverables/ Meetings | Memo identifying outstanding information needs, questions, and/or issues with any of the provided plans or technical studies |
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Task 3 Notice of Preparation, Initial Study and Scoping Meeting

Ascent will prepare and submit to the County a draft NOP with a completed Initial Study (IS) checklist (consistent with the County's Environmental Review Ordinance). Ascent will use the County's preferred NOP format and will verify that the content is consistent with CEQA Guidelines Section 15082.1. The NOP will include a summarized project description, vicinity map, site plan, Assessor's parcel map with parcels indicated, and the likely environmental effects of the project. The IS will include evaluation of all environmental issue areas identified in Appendix G of the CEQA Guidelines (environmental checklist) or other environmental checklist used by the County. It is assumed that the planning processes for the SIA Plan and Placer Ranch Specific Plan will be far enough along to include sufficient detail for description of the project in the NOP and for the IS analysis.

Following receipt of comments on the draft NOP/IS, Ascent will finalize the NOP/IS for distribution. Ascent will submit 15 copies of the NOP/IS, with a Notice of Completion (NOC), to the Governor's Office of Planning and Research, State Clearinghouse. It is assumed the County will maintain the distribution list and will distribute the NOP to the public and responsible and trustee agencies.

Because of the size and scale of the project, and its proximity to other jurisdictions, the project is defined as one of statewide, regional, or areawide significance (State CEQA Guidelines Section 15206), which requires at least one scoping meeting. Ascent will prepare presentation materials for a public scoping meeting. Ascent's project manager (PM) and principal-in-charge (PIC) will attend and are able to present to agencies and the public information about the environmental process. Ascent will record comments received in response to the NOP and at the scoping meeting and will prepare a summary table of the comments received for inclusion in the EIR. If the County would like an official transcript of the meeting, it is assumed the County will arrange for a court reporter to be present at the meeting.

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| Deliverables/ Meetings | Draft NOP/IS with NOC (electronic file sent via email) Fifteen (15) copies of the Final NOP/IS One (1) copy of the NOC PowerPoint presentation for the scoping meeting (electronic file sent via email) Attendance at scoping meeting (collect and record comments received) Scoping summary report (electronic file sent via email) |
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Task 4 Project Description

Ascent will prepare a draft project description for the SIA, including the Placer Ranch Specific Plan. An accurate and complete project description is central to the defensibility of an EIR. To the extent feasible based on existing information, the project description will provide program-level detail for the overall SIA Plan and project-level detail for the Placer Ranch Specific Plan portion sufficient to conduct a thorough impact analysis. The project description will include a discussion of the regional and local setting; project history, including past uses within the plan area; objectives of the project; project characteristics; and discretionary actions required by the County and other agencies.

The project description will be provided to the County for review and comment. The project description will include exhibits, as necessary, to illustrate project location and proposed project plans. Based on County comments, Ascent will revise the project description for inclusion in the EIR. To achieve schedule and budget compliance, Ascent will commence analysis of the project upon approval by the County of a stable, unchanging project description.

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| Deliverables | Draft and final project description (electronic files sent via email) |
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Task 5 Administrative Draft EIR

Ascent will prepare a full-scope Administrative Draft EIR (ADEIR) for submittal to the County. The project level of detail for the Placer Ranch Specific Plan component is intended to be as "fine-grained" as possible. For the overall SIA Plan, mitigation measures will be as detailed and complete as possible; however, the program-level analysis may require that some mitigation measures are revisited and developed more precisely during subsequent CEQA review when more project detail is available at future entitlement stages. However, for the Placer Ranch Specific Plan component, mitigation measures identified in the project-level analysis will include, to the extent feasible, all of the necessary information for implementation and will not be triggered by or rely upon subsequent entitlements approved by the lead agency.

The ADEIR will include evaluation of all environmental issue areas identified in Appendix G of the CEQA Guidelines (environmental checklist) or other environmental checklist used by the County. Each environmental resource chapter will include a description of the environmental setting (i.e., the baseline environmental conditions), the regulatory setting (federal, State, and local regulations), significance criteria that are used to determine the resource impacts, analysis methodology and assumptions, issues or potential impacts not discussed further, and detailed discussion of the potential environmental effects of the project. Impact conclusions will be based on substantial

evidence and mitigation measures will be recommended for impacts identified as significant. The supporting technical studies will be cited as necessary and included as appendices to the EIR.

Ascent will use the Existing Conditions Report prepared for the SIA to the extent feasible. However, it is anticipated that because the function of the Existing Conditions Report was for planning and site design purposes, and because existing conditions of the Placer Ranch Specific Plan area were not described in sufficient detail for a project-level analysis, the existing conditions descriptions in the ADEIR will require substantially more information than was included in the Existing Conditions Report prepared for the SIA to provide a legally defensible CEQA baseline.

Introduction

The introduction chapter of the ADEIR will form a clear and concise context for both the project and the EIR. The introduction chapter will include the following: (a) a description of the lead agency under CEQA; (b) objectives, purpose, and need for the project; (c) intended uses of the EIR, including a list of responsible, trustee, and other agencies expected to use the EIR in decision making; (d) the scope of the EIR; (e) definition of the CEQA baseline; (f) basis for significance criteria; (g) project background and history; (h) definition of terms used in the EIR; (i) required permits and a description of the project review and CEQA review processes; and (j) a summary of NOP comments and where these comments are addressed in the EIR.

Executive Summary

This chapter will include the following: (a) a summary description of the proposed project and alternatives; (b) key environmental issues; (c) areas of controversy; (d) issues to be resolved; and (e) a summary of impacts and mitigation measures. The summary of impacts and mitigation measures will be provided in a table format that identifies the impact, the level of significance before mitigation, applicable mitigation measures, and the significance after mitigation. A summary of the alternatives analyses will also be presented, along with a summary table comparing the significance of impacts by alternative. The summary table will be provided first with the Screencheck Draft EIR (see Task 6). Preparation of the summary table prior to substantive review and comment of the technical chapters requires duplication of effort, and is a less efficient use of time and budget resources.

Project Description

The project description, as developed in Task 4, will be utilized for this chapter.

Approach to Environmental Analysis

This chapter will describe the contents of the environmental analysis sections (environmental setting, regulatory framework, and environmental impacts and recommended mitigation measures). Each of the following chapters will present relevant Placer County General Plan goals and policies.

Aesthetics/Visual Resources

This EIR chapter will evaluate the visual changes that are expected to occur with implementation of the proposed SIA Plan (including the Placer Ranch Specific Plan). Proposed development within the plan area would alter the existing visual character, which is primarily vacant land. The EIR will describe the current appearance of the planning area from key vantage points (e.g., publically accessible areas such as parks and roads), including off-site areas with direct views of the planning area. Photos from representative locations will be included in the EIR to assist in describing existing conditions. Ascent will describe the potential mix of urban development proposed and how views of these areas would change from existing conditions. Ascent assumes that massing diagrams of the

SIA Plan and detailed renderings of the proposed Placer Ranch Specific Plan will be provided by the design team for inclusion in the EIR. The analysis will also include a discussion of light- and glare-related impacts and a discussion of potential impacts to key viewsheds.

Agricultural Resources

The Agricultural Resources chapter of the EIR will evaluate environmental impacts associated with conversion of designated farmland to urban uses, as well as the project's consistency with policies of the County's General Plan protecting farmland resources. This chapter will also evaluate potential conflicts between the proposed urban uses and the surrounding agricultural operations. This includes both environmental impacts to the proposed urban uses, as well as indirect loss of farmland due to proximity of potentially incompatible urban uses.

Air Quality

The air quality chapter will describe regional and local air quality, including attainment status for all criteria pollutants. Short-term construction-related emissions and long-term operational emissions will be estimated using the most current version of the California Air Resources Board-approved California Emissions Estimator Model (CalEEMod) with project-specific details, Placer County Air Pollution Control District (PCAPCD)-recommended input parameters, CalEEMod default settings, and specific data from the traffic analyses prepared for the SIA and the Placer Ranch Specific Plan. Estimated levels of ozone precursors and particulate matter will be compared to PCAPCD's recommended mass emission thresholds. The potential exposure of proposed sensitive receptors to toxic air contaminants (TAC) will be assessed qualitatively. Increases in criteria air pollutants, precursors, and exposure to TACs during construction and operation of the proposed project will be identified.

The EIR will discuss the applicable local, State, and federal air quality regulatory framework, including that specific to Placer County and defined by PCAPCD. Regional and local air quality, including attainment status for all criteria pollutants, will be described. The local topographic effects on pollutant dispersal will be discussed. Sensitive receptors will be identified within 0.5 mile of the SIA planning area.

Cumulative air quality impacts, along with proposed project contributions to those impacts, will be discussed and identified. Based on information provided to Ascent regarding industrial uses and other stationary sources that could generate substantial TACs, potential stationary sources will be qualitatively discussed in relation to adopted PCAPCD rules and regulations for which compliance will be required by law. Based on an initial evaluation of naturally occurring asbestos (NOA) in the project area, it is considered unlikely to occur, and Ascent will provide a qualitative assessment of potential impacts related to NOA.

A technical study has been prepared that evaluates potential impacts related to odors associated with Western Regional Sanitary Landfill. It is assumed that this study is adequate for use in the EIR and will be used as a basis for environmental setting and impact analysis related to exposure to landfill odors. However, in light of the recent *CBIA v. BAAQMD* Supreme Court decision (Case No. S213478), and other applicable cases (e.g., *South Orange County Wastewater Authority v. City of Dana Point*), exposure of proposed land uses to odors generated by the existing landfill may not require impact analysis in the Specific Plan EIR. Ascent will coordinate with the County further regarding the most legally defensible approach to address the odor issues.

The significance of air quality impacts will be determined, and mitigation measures will be developed for any impacts found to be significant or potentially significant.

Biological Resources

The SIA Plan Area contains substantial acreage of non-native annual grassland, vernal pool wetlands, oak woodland, and riparian habitat. The SIA Plan is located within the Placer County Conservation Plan (PCCP). In addition, several technical studies have been completed that evaluate potential impacts of the proposed Placer Ranch Specific Plan to biological resources (see list of technical documents above). Ascent will incorporate information from the PCCP and Placer Ranch studies into the environmental setting and impact analysis of this chapter. Using the PCCP and studies, Ascent biologists will describe the presence or potential presence of any plant, animal, or habitat considered sensitive, threatened, endangered, or otherwise considered rare, as described in California Code of Regulations (CCR) Section 15380 of the State CEQA Guidelines, as well as the project's potential to affect identified biological resources. Applicable federal, State, and local regulations related to biological resources will be summarized. The conservation measures in the PCCP will be described as they relate to potential development of land within the PCCP boundary. The EIR will assess the potential direct, indirect, and cumulative impacts that could occur with development in the SIA plan area, with more specific detail provided for the Placer Ranch Specific Plan area. Mitigation measures will be included for impacts determined to be significant. Ascent will also work with County staff regarding coordination of the proposed SIA Plan and Placer Ranch Specific Plan with the PCCP.

Cultural Resources

This chapter will be based on the cultural resources discussion in the SIA Existing Conditions Report and the Cultural Resources Inventory and Evaluation Report prepared for Placer Ranch. It is assumed that the latter report evaluates impacts and identifies mitigation measures for both archaeological and historic resources, consistent with CEQA Guidelines Section 15064.5. Newly enacted Assembly Bill (AB) 52 (in effect for all projects releasing an NOP after July 1, 2015) requires the County to provide notice and conduct meaningful consultation with potentially affected Native American Tribes regarding Tribal cultural values, if requested in writing to do so. This consultation is intended to provide a meaningful role for applicable tribes in determining impacts and mitigation. Ascent will work with the County to ensure proper noticing is provided to potentially affected Tribes. It is recommended that the County actively reach out to the affected Tribes to determine their interest in consultation. It is beneficial to conduct a field meeting with Tribal representatives (we suggest the County's cultural resources consultant participate) to discuss resources, cultural values, potential impacts, and mitigation measures, but this can also be accomplished through meetings and/or correspondence.

This chapter will also include information from the SIA Existing Conditions Report and the Paleontological Study prepared for Placer Ranch to describe the potential for paleontological resources within the plan area and the potential for project impacts to these resources.

Geology/Soils/Minerals

This chapter will describe the potential adverse environmental effects related to soils and geology. It is assumed that the materials provided by the County will include adequate information related to soils and geotechnical issues within the Placer Ranch Specific Plan area. Ascent anticipates conducting limited supplemental research to conduct the analysis. Existing site conditions will be described. For the overall SIA Plan area, the site conditions will be based primarily on the Existing Conditions Report. Geologic hazards, including distance from faults and hazards associated with earthquakes such as liquefaction, landslides, loose/weak soils, shallow groundwater, compaction, and ground shaking will be described. A general discussion of the site topography, slope stability, soil characteristics, and erosion potential will be presented, as well as the potential for these characteristics to affect

stability of cut and fill slopes, erosion of graded areas, and unprotected drainage ways. This chapter will also include an evaluation of any project-related effects to mineral resources.

Greenhouse Gas Emissions and Climate Change

Ascent will review the SIA Plan and Placer Ranch Specific Plan to evaluate construction- and operation-related GHG emissions associated. The existing setting will discuss the current state of the science (e.g., Intergovernmental Panel on Climate Change's [IPCC] *Fifth Assessment Report*) along with applicable regulatory framework and relevant guidance (e.g., Assembly Bill 32, the California Renewable Energy Resources Act of 2011, and the current CEQA Guidelines). Emissions will be estimated using CalEEMod. For construction-related emissions, CalEEMod will be used to estimate GHGs. This modeling will be based on County-recommended input parameters, assumptions about the type and size of development agreed upon by the County (e.g., type and size of proposed land uses, construction phasing schedule), and CalEEMod default settings. CalEEMod will also be used to estimate operational-related emissions of GHGs for mobile and area source types (e.g., vehicle trip generation, natural gas usage, landscape maintenance equipment). Other applicable quantification methods, emissions factors, and protocols from, but not limited to, the California Climate Action Registry's General Reporting Protocol, California Air Resources Board, and the California Energy Commission will be used to estimate indirect emissions associated with energy consumption, which also includes the energy associated with water consumption (e.g., conveyance, treatment, distribution, and wastewater treatment), and the generation of solid waste.

The GHG service population efficiency of the SIA (including the Placer Ranch Specific Plan) will be compared to service population efficiency thresholds derived from the reduction goals for 2020 established by the California Global Warming Solutions Act of 2016 [AB 32] to evaluate whether the GHG efficiency of development within the plan area would be consistent with the GHG reductions goals for 2020. This method is consistent with the recent opinion published for the California Supreme Court decision in *Center for Biological Diversity et al. v. Department of Fish and Game* (also known as the Newhall Ranch case). Because full buildout of development within the plan area would occur after 2020, additional analysis will be provided to address whether the GHG efficiency of the proposed project would be consistent with reduction goals beyond 2020.

Development-related GHGs will be compared to applicable thresholds and mitigation measures that clearly identify timing, responsibility, and performance standards.

In addition, Ascent will qualitatively discuss potential adverse impacts to development within the SIA Plan area due to climate change and the ability for development within the plan area to adapt to these effects. Adaptation topics include the potential for increased frequency and intensity of wildfire as a result of changing precipitation patterns and temperatures, as well as the effects of increased stormwater runoff associated with changes to precipitation patterns and snowmelt patterns. As discussed above under Air Quality, Ascent will coordinate with the County regarding the appropriate approach in light of the *CBIA v. BAAQMD* Supreme Court Case.

Hazards and Hazardous Materials

This chapter will be based on information contained within the SIA Existing Conditions Report and the Phase I Environmental Site Assessment prepared for the Placer Ranch Specific Plan (to be provided to Ascent by the County). This chapter will describe any existing documented sites containing or handling hazardous materials and will address the potential for exposure to toxic materials. Information regarding the types of activities and hazardous materials that would be used within the various proposed land uses within the SIA Plan will also be described and

any potential risk of exposure of people or the environment to such materials will be evaluated. The planning area is over two miles south of the Lincoln Regional Airport; therefore, impacts related to airports are anticipated to be less than significant.

Hydrology and Water Quality

This chapter will evaluate potential changes in hydrology and water quality associated urban development proposed for the SIA Plan area (including the Placer Ranch Specific Plan). Ascent will incorporate information contained in the SIA Plan Existing Conditions Report and the Placer Ranch Specific Plan Storm Drainage Master Plan, which will be provided to Ascent by the County. It is assumed that information provided in the Storm Drainage Master Plan will include all calculations to support the identification and evaluation of project effects related to changes in hydrology and potential for flooding.

A description of existing water quality conditions will be prepared based on review of the PCCP, Placer County General Plan, and Regional Water Quality Control Board (RWQCB) and other agency resources. The existing conditions description will include an assessment of existing pollutant sources, surface water quality, and groundwater levels and quality. Water quality impacts due to both construction and operation of the project will be evaluated and temporary and permanent best management practices will be described to address associated impacts.

Land Use and Planning

The Land Use chapter will evaluate the overall SIA Plan land use diagram in terms of potential acreage of land use types, allowable uses, compatibility with adjacent interior, and surrounding land uses, and consistency with the Countywide General Plan. The evaluation will focus on the proposed changes from the existing plan. Mitigation in the form of new or revised land use policies will be recommended to reduce or eliminate any potentially significant impacts, as applicable. The project area includes several plans in process, including Amoruso Ranch Specific Plan and the planned improvements for the Western Regional Sanitary Landfill. The EIR's Land Use and Planning chapter will describe the status of these plans and will evaluate consistency with the environmental policies of the County's General Plan and the other plans, as appropriate. The EIR will also include an evaluation of the consistency of the Proposed Placer Ranch Specific Plan within the proposed SIA Plan. Consistency with the PCCP will also be discussed.

Noise

The Noise chapter will include a discussion of noise fundamentals and descriptors; identification of applicable federal, state, and local regulations; and a description of existing noise and vibration conditions within the project area and the nearby vicinity. This will include information on the location of existing sensitive receptors (e.g., residential land uses located within or near the plan area) and major sources (including but not limited to noise from trains, traffic on State Route (SR) 65 and local roads, landfill and agriculture-related activities), ambient levels, and natural factors that relate to the attenuation thereof. The EIR chapter will evaluate potential impacts related to short-term construction noise, as well as noise from operation, including roadway noise, rail noise, and any anticipated stationary noise sources (e.g., university stadium, industrial uses). The significance of short-term and long-term noise impacts will be determined based on comparison to applicable standards, and mitigation measures will be prepared as needed that clearly identify timing, responsibility, and performance standards. For the project-specific analysis of potential noise impacts associated with implementation of the Placer Ranch Specific Plan, the EIR will rely on a noise study that was prepared specifically for the Placer Ranch Specific Plan.

Population and Housing

For this chapter, Ascent will focus on the following issues, as required by CEQA: whether the project will induce substantial population growth, whether it will displace substantial housing, or whether it would displace a substantial number of people. This EIR chapter will present a local and regional summary of population and housing characteristics for the area.

Public Services

The proposed SIA Plan (including the Placer Ranch Specific Plan) includes new urban development that would increase demand for public services, including police and fire protection, schools, and parks. The EIR will evaluate the project's demand for these services and whether the demand would require the construction of new or expanded facilities that could result in impacts to the environment. The EIR will focus on the following services:

- ▶ Police and Fire Protection – Ascent will coordinate with appropriate police and fire agencies to identify estimated demands for police and fire services and facilities. Ascent will estimate the demand for police and fire personnel and facilities that could be generated by urban development associated with the SIA Plan. Ascent will coordinate with the police and fire agencies to determine whether the facilities identified in the SIA Plan (including the Placer Ranch Specific Plan) would meet the increased demand for these services.
- ▶ Schools – Ascent will coordinate with the County to identify the appropriate school district(s) that would serve the plan area. Ascent will coordinate with the school district to determine whether the school facilities included proposed plan would meet the new demand for school services.
- ▶ Parks – Ascent will review Placer County General Plan policies related to provision of parkland and will compare the parkland provided by the SIA Plan (including the Placer Ranch Specific Plan) with the County's policy. Ascent will also evaluate whether the increase in population resulting from the Specific Plan would increase demand for parks such that adverse physical effects to existing parks could occur.

Transportation/Traffic

Traffic studies for the SIA Plan and the Placer Ranch Specific Plan will be prepared under separate contracts with the County. The traffic studies will be used to inform the transportation and circulation analysis for the EIR. The transportation chapter will discuss traffic operation impacts on roadway segments and intersections under existing conditions, existing plus project conditions, cumulative no project conditions, and cumulative plus project conditions. The analysis will address peak hour conditions during both construction and operation of the project. A qualitative evaluation of bicycle, pedestrian, and transit facilities will be provided. Exhibits will be included to display the existing roadway system, proposed intersection configuration, turning movements, bicycle/pedestrian/transit facilities, and traffic volumes. As discussed above, Ascent assumes these items are sufficiently analyzed in the traffic studies. Ascent will coordinate with the County if, upon review of the traffic reports, any additional or revised information is necessary.

Utilities

Urban development within the SIA Plan area would need to be furnished with sanitary sewer, potable water, and storm drainage infrastructure. The EIR will analyze potential demand for utilities and services, available supply, and need for expanded physical infrastructure.

- ▶ Water – The County will provide an SB 610-compliant water supply assessment (WSA) prepared by a qualified consultant for the SIA Plan (including the Placer Ranch Specific Plan).. It is assumed that the water supply assessment will meet the requirements of CEQA pertaining to water supply evaluations as identified in Section 15155 of the CEQA Guidelines. Ascent will incorporate information from the assessment into the EIR. Per case law requirements (*Vineyard Area Citizens for Responsible Growth v. Rancho Cordova*) the WSA will be supplemented with additional analysis, as needed, to evaluate the "likelihood" that sufficient water is available to serve the project and cumulative development. WSA's require the analysis to consider a 20-year time horizon, but CEQA also requires that the whole of the project action is considered; thus, if the project has a build out horizon that exceeds 20 years, this additional demand will need to be considered. If the supply likelihood cannot be ascertained or is insufficient, the EIR will need to consider alternative sources of supply and the related environmental impacts. The EIR will need to distinguish between "paper water" and firm entitlements.
- ▶ Wastewater – Ascent will incorporate information from the Existing Conditions Report as well as wastewater information that will be developed for the SIA Plan. Information related to the Placer Ranch Specific Plan will be based on the sewer master plan that will be provided by the County. The EIR will identify the capacity of wastewater infrastructure to serve the plan area and any new infrastructure that would be needed to serve proposed areas of development. Ascent will coordinate with the County regarding capacity to serve the project and other planned development with wastewater treatment.
- ▶ Solid Waste – Ascent will review the County's General Plan and other County documents to determine the facilities that would handle the project's solid waste generation. Ascent will research existing solid waste capacity at those facilities and will evaluate whether existing and planned capacity would meet the project's demand.

Other CEQA Sections

CEQA provides very specific requirements for the contents of an EIR. Ascent will provide the County with a complete EIR, containing all sections required by CEQA, including the following:

- ▶ Alternatives – Up to nine alternatives (four alternatives to the SIA Plan and up to five alternatives for the Placer Ranch Specific Plan) will be evaluated in the EIR. Two of the alternatives will be "no project" alternatives, as required by CEQA (a "no project/no development" alternative and a "no project/existing SIA Plan buildout" alternative). Up to eight action alternatives will be developed through consultation with the County and will focus on reducing significant environmental impacts resulting from the proposed SIA and Specific Plan. Note that as an optional task, (discussed at the end of this scope of work) Ascent's urban design team would work closely with County planners to provide world-class urban planning and design expertise in support of development of alternatives to the Placer Ranch Specific Plan. Please refer to the optional task below for further details.

The EIR will also discuss potential for off-site alternatives; however, due to the size and scope of the plan area, Ascent assumes that off-site alternatives are not feasible. If this is the case, the EIR will provide the evidence supporting this conclusion.

- ▶ Significant Environmental Effects Which Cannot Be Avoided – This section will clearly and succinctly summarize significant and unavoidable environmental effects of the proposed project and alternatives as evaluated in the EIR.

- ▶ Significant Irreversible Environmental Changes – This section will clearly and succinctly summarize significant irreversible environmental changes that would be involved in the proposed project should it be implemented, consistent with CEQA Guidelines Section 15126 (c).
- ▶ Growth-Inducing Impacts – This section will qualitatively evaluate the plan's potential to induce growth and subsequent environmental impacts that would occur (pursuant to CEQA Guidelines Section 15126[d]). Projects generally induce growth by removal of an existing obstacle to growth, developing a major employment center or other economic catalyst that draws new residents, and extension or expansion of infrastructure.
- ▶ Cumulative Impacts – Ascent will evaluate the impacts of cumulative development on all of the resource issues evaluated in the EIR. Ascent will work closely with County planning staff to establish the cumulative setting, which involves identification of reasonably foreseeable related development and an accurate list of cumulative projects (proposed, approved, under construction).
- ▶ Energy Conservation – The EIR will discuss the potential energy demand and impacts of the proposed project, with emphasis on avoiding or reducing inefficient, wasteful, and unnecessary consumption of energy. The analysis will comply with the requirements of Appendix F of the State CEQA Guidelines.
- ▶ Mitigation Monitoring and Reporting Program – The EIR will include a Mitigation Monitoring and Reporting Program (MMRP) that includes all of the mitigation measures identified in the EIR and identifies the implementing party, reviewing/monitoring party, and timing of each mitigation measure.
- ▶ Sections required by CEQA not mentioned above include a table of contents and a list of individuals and agencies consulted. The EIR will include visual aids, such as maps and diagrams, to clearly present the environmental analysis to the decision makers, responsible agencies, and the public.

Ascent will compile an electronic copy of all cited literature, studies, personal communications, and reference materials used in the preparation of the EIR. These materials will not be provided until the Screencheck Draft EIR (Task 6), and will be updated as needed at the Public Draft EIR (Task 7) and Final EIR (Tasks 8, 9, and 10) stages.

Report Preparers/ References and Persons Consulted/ Appendices

The ADEIR will include a list of report preparers, a list of references cited throughout the EIR, and the technical appendices providing data and evidence upon which the EIR conclusions are based.

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| Deliverables/ Meetings | One electronic copy (MS Word) of the ADEIR for County review (Note that in order to streamline the schedule and reduce cost, hard copies of internal-review documents are not included in this scope of work.) |
|---------------------------|--|

Task 6 Second Administrative Draft EIR

After the County reviews the ADEIR, Placer County will consolidate, review, and reconcile comments from all County staff and will provide one set of consolidated, reconciled (that is, non-conflicting) comments to Ascent. Ascent will attend one meeting to be held after receipt of all County staff comments to discuss the comments in detail with the County and to coordinate the best approach for addressing any new or challenging issues raised by the comments.

Based on the comments received from County staff on the ADEIR, Ascent will prepare a second Administrative Draft EIR. All edits will be provided in underline and strike-out format (tracked changes).

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| Deliverables/ Meetings | One electronic copy (MS Word) of the second ADEIR for County review PM and PIC attendance at comment review meeting |
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Task 7 Screencheck Draft EIR

After the County reviews the second ADEIR, it is assumed that Placer County will consolidate, review, and reconcile comments from all County staff and will provide one set of consolidated, reconciled comments to Ascent. Based on the comments received from County staff on the ADEIR, Ascent will prepare a Screencheck Draft EIR. All edits will be provided in underline and strike-out format (tracked changes). The impact summary table will be provided with the Screencheck Draft EIR. Unless appendices are substantially revised, no hard copies of the appendices will be provided at this stage.

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| Deliverables/ Meetings | One electronic copy (MS Word) of the Screencheck Draft EIR for County review |
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Task 8 Public Draft EIR

Similar to the comments on the ADEIR and second ADEIR, it is assumed that the County will submit a single, consolidated set of reconciled (non-conflicting) County edits and comments on the Screencheck Draft EIR to Ascent. Ascent assumes that, at this stage, County staff review will focus primarily on ensuring that the previous comments were appropriately addressed and will generally not identify new issues. Based on the County's revisions and comments on the Screencheck Draft EIR, the Public Draft EIR will be prepared and 15 hard copies of the Public Draft EIR executive summaries will be delivered to the State Clearinghouses along with the NOC. It is assumed that all public noticing, including mailing of the Notice of Availability (NOA), newspaper publication, posting to County website, and the like, will be completed by the County.

Ascent's project manager and principal will attend a Public Draft EIR hearing during the minimum 45-day public review period and will be available to address issues pertaining to the EIR. It is assumed that the hearing will be organized by the County. In addition, Ascent will record all public comments and will subsequently provide to the County a written summary of the comments received at the Public Draft EIR hearing.

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| Deliverables/ Meetings | Fifteen (15) hard copies of the Public Draft EIR executive summary and NOC delivered to the State Clearinghouse Thirty-five (35) hard copies of the Public DEIR (25 copies for decision hearings and 10 copies for public county, library, and staff copies) PDF files of the Public Draft EIR PM and PIC attendance at one (1) Public Draft EIR hearing. |
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Task 9 Administrative Final EIR

The purpose of this task is to prepare an Administrative Final EIR (AFEIR) that includes responses to all written and oral comments received from agencies and the public during the public review period, and to show changes to the Public Draft EIR. After comments on the Public Draft EIR are received, Ascent will meet with Placer County to discuss the comments and to develop a strategy for responses. Ascent will prepare a list of commenters, compile and organize the comments, and develop draft responses to significant environmental points raised in the comments. It is assumed that responses will involve explanation, clarification, or elaboration of existing analysis and findings, but not include new analysis, issues, or alternatives. The scope of the response-to-comments effort is difficult to predict in advance. This scope of work assumes that responses would be completed with approximately 380 hours of technical staff labor. Ascent will alert the County if the number of comments received, or the number of technical issues raised, would exceed the response preparation time included in this scope of work.

The AFEIR will include the following components: an introductory chapter; description of any changes to the project since the Public Draft EIR; all excerpted text revisions to Public Draft EIR chapters with modifications indicated in ~~strikeout~~ (strikeout) for deletions, and underline (underline) for additions; a list of persons, organizations, and public agencies commenting on the Public Draft EIR; enumerated comment letters and public hearing notes; and responses to the environmental issues raised in comments received on the Public Draft EIR. Reproduction of the entire Draft EIR with revisions and modifications is assumed not to be necessary and is not included in this scope of work.

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| Deliverables/ Meetings | One electronic copy (MS Word) of the AFEIR for County review PM and PIC attendance at public comment review meeting |
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Task 10 Screencheck Final EIR

It is assumed that Placer County will review the AFEIR and consolidate comments from all County staff and provide one set of consolidated and reconciled comments. Based on the County's revisions and comments on the AFEIR, Ascent will prepare a Screencheck Final EIR for final review.

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| Deliverables/ Meetings | One electronic copy (MS Word) of the Screencheck Final EIR for County review |
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Task 11 Public Final EIR

Following approval of a Screencheck Final EIR, Ascent will prepare the Public Final EIR. Proposed responses to public agency comments will be provided to those agencies at least 10 days prior to certification of the EIR, in accordance with 21092.5 of the CEQA Statute. It is assumed that the County will facilitate any distribution of responses to individual commenters.

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| Deliverables/ Meetings | Thirty-five (35) hard copies of the Public FEIR (25 copies for decision hearings and 10 copies for public county, library, and staff copies) PDF files of the Public FEIR |
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Task 12 Findings and Statement of Overriding Considerations

Ascent will prepare CEQA Findings of Fact and, if necessary, a Statement of Overriding Considerations for use by the County. The Findings will specify the mitigation measures that have been incorporated into the project, as well as any mitigation measures that have not, and will explain why certain measures have been found to be infeasible. If applicable, the Findings will also identify any project alternatives that could reduce adverse environmental effects but are not being implemented due to infeasibility (with an explanation regarding why the alternative is infeasible). Ascent will prepare a draft of the Findings and will submit (electronically) to the County for review and comment. Once County comments are received, Ascent will incorporate comments and produce ten copies of the final Findings for inclusion in the Board of Supervisors decision hearing materials.

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| Deliverables/ Meetings | One electronic copy of the draft Findings Ten (10) copies of the Findings for the decision hearing materials One electronic copy of the MMRP |
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Task 13 Project Management and Meetings

Ascent's management team will devote effort each month to ensure an efficient and timely process for project execution. Ascent will maintain close communication with County staff to help consistently meet the agencies' objectives, maintain the schedule, and stay within established budget. Ascent will prepare monthly progress reports regarding the project schedule, status of technical studies, information needs, and status of the contract. (Note that a separate task is identified below for coordination between the SIA Plan Update and the Placer Ranch Specific Plan, which is critical to the efficiency and success of both plans.)

In addition to the meetings identified above, the PIC, PM, and Assistant PM will attend meetings with County staff and participate in public workshops, meetings, and hearings. The list below identifies the meetings that are included in this scope of work. Ascent will attend additional meetings, if requested, subject to a modification of scope and budget:

- ▶ Ascent's PIC, PM, and Assistant PM will attend bi-weekly coordination conference calls for up to two years (48 calls) with County staff.
- ▶ Ascent's PIC, PM, and Assistant PM will attend up to ten project meetings. These may include meetings with Placer County staff, and/or representatives of key agencies that may have some review or approval authority over the project, including City of Roseville, Caltrans, Western Placer Waste Management Authority, Placer County Water Agency, US Army Corps of Engineers, California Department of Fish and Wildlife, and others.
- ▶ Ascent's PIC and PM will attend up to two public hearings for certification of the EIR, including one Placer County Planning Commission hearing and one Placer County Board of Supervisors hearing. Ascent will coordinate with County staff if additional Ascent staff are needed at the hearings and/or if attendance at additional hearings is needed.

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| Deliverables/ Meetings | Up to forty-eight (48) bi-weekly coordination calls PIC, project manager, and assistant project manager attendance at ten (10) face-to-face meetings. |
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| | PIC and project manager attendance at up to two (2) certification hearings. |
| | Twenty-five (25) copies of the Findings for the decision hearing materials |

Task 14 SIA Plan and Placer Ranch Coordination

Because Placer Ranch is located within the existing SIA Plan boundary, it is critical that the planning processes for the Placer Ranch Specific Plan and the SIA Plan Update integrate as seamlessly as possible. This task includes dedicated project management time for coordination between the Placer Ranch Specific Plan team and the SIA Plan team. With Ascent as the County's CEQA consultant working closely with both teams, we would have the unique opportunity to help facilitate this coordination with respect to environmental issues. Ascent's PM, Assistant PM, and PIC will participate in monthly coordination calls with the County and SIA Plan team. Ascent will also communicate with the County immediately if any environmental issues arise on one project that would affect the other.

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| Deliverables/ Meetings | Up to twenty-four (24) monthly coordination calls with the County and SIA Plan team |
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Contingency/Additional Directed Analysis

Due to the high priority and fast-paced schedule of the Placer Ranch Specific Plan, and the complexity associated with dual planning processes, Ascent recommends that the County set aside a contingency in case any unexpected issues arise that require attention outside of this scope of work. The contingency would allow County staff to review any potential out-of-scope need and authorize the use of these funds for that purpose. The contingency/directed analysis budget would not be available to Ascent without written authorization from the County. Ascent proposes a contingency budget of \$50,000.

Optional Task

Ascent understands that no additional iterations of the Placer Ranch Specific Plan are anticipated; therefore, this scope of work assumes that the current version of the Placer Ranch Specific Plan (August 18, 2015) will be the version evaluated in the EIR. However, the EIR will include three action alternatives (described above) to the proposed project. For this optional task, Ascent's urban design team, led by Allen Folks (see attached resume), would contribute urban planning and design expertise to the alternatives development process. This would allow the County to identify alternative plans that could not only reduce significant environmental impacts, but also provide plan layout options (e.g., reconfiguration of land use type, density, and orientation; optimization of circulation network and mobility; adjustments based on economic development priorities) This optional task is not included in this scope of work or the attached cost spreadsheet; however, it is estimated that this task would cost approximately \$35,000. Ascent is available to discuss this optional task further, if the County is interested.

Scope and Budget Assumptions

Ascent has prepared the enclosed cost estimate based on our current understanding of the project from information provided by Placer County. The following assumptions explain the basis for the price and effort to implement the scope of work. Please note that the cost is estimated based on a good faith effort and current understanding of the project needs of Placer County.

1. Reports and studies provided to Ascent will be adequate to prepare the EIR analyses for the respective technical chapter, including cumulative impacts. Ascent will not need to supplement any technical report, excepted as specifically noted in the scope of work.
2. Information needed by agencies to support subsequent permits will be included in the EIR to the degree specified in the scope of work and based on limited coordination, but completion of permit packages and extensive agency coordination and/or negotiation is not included.
3. The EIR will use a single format and layout, agreed to by Placer County prior to document preparation. The format and layout of the document will not change substantially during the environmental review process.
4. It is assumed that administrative draft deliverables will be reviewed only by County staff and will not be circulated to other agencies.
5. Review cycles for preliminary versions of the environmental document are specified in the scope of work. Additional review cycles or additional versions of administrative or other drafts are assumed to not be needed, but can be added, if desired, with a budget amendment.
6. To facilitate the overall schedule, the County will provide Ascent with one set of consolidated, non-conflicting comments on administrative draft deliverables that are submitted for review. If conflicts arise between comments from County departments, the County will reconcile the conflicts and advise Ascent about the appropriate direction.
7. It is assumed that revisions to the ADEIR and second ADEIR will consist of minor elaboration, clarifications, explanation, and text edits. If substantial revisions, enhanced analysis, or new research is required, an amendment to the scope, budget, and schedule will be required.
8. This scope of work includes a description of the total number of meetings and conference calls to prepare the EIR (including kickoff, scoping, public hearings, and project meetings). Ascent will track and report the use of coordination meetings, conference calls, and public meetings. If the number of meetings or calls or the required level of effort exceed that which is included in the contract price, additional meetings and calls can be added with an amendment of scope and budget.
9. Costs have been allocated to tasks to determine the total budget. Ascent may reallocate costs among tasks as needed as long as the total budget is not exceeded.
10. The Final EIR will consist of the unmodified Public Draft EIR, plus a Responses to Comments volume that includes an introductory chapter; a list of persons, organizations, and public agencies commenting on the Public Draft EIR; enumerated comment letters and public hearing comments; response to the significant environmental points raised in comments received on the draft environmental document; all text revisions to the draft environmental document assembled in a chapter with modifications indicated

by redline/strikeout or marginal lines; and a Mitigation Monitoring Plan. Reproduction and modifications of the draft environmental document is assumed to not be needed.

11. After public review of the Public Draft EIR, Ascent will prepare a list of commenters, compile and organize the comments, review and evaluate the comments, and meet with the County to discuss and develop a strategy for responses. A placeholder value for written responses to comments is included in the budget at this time, but because the number and complexity of comments are unknown, and therefore, the level of effort to respond to comments is difficult to predict in advance. This value will need to be revisited upon receipt of comments. If effort required to complete this task exceeds the cost estimate provided in this scope, Ascent will alert the County that an amendment of scope and budget will be required.
12. The proposed scope of work does not include labor, reproduction, or other costs after the filing of a lawsuit. If the environmental document is challenged, Ascent is available to assist in the lead agency's response to a lawsuit, subject to an amendment to the contract and budget. Assembly of an administrative record or project record, whether needed for litigation or other purposes, is not included in the budget, but can be added with a budget amendment.
13. Ascent will receive the County's approval of the project description prior to initiation of environmental analysis. It is assumed that the project description will not change after submittal of the NOP for release to the public. If the project description is different than that provided in the NOP, Ascent will consult with the County about whether the scope and cost of the environmental analysis needs to change. After the description of the project and alternatives are approved by the County for use in the environmental document, it is assumed that they will not change during the course of the environmental analysis and document preparation.
14. Ascent will maintain electronic copies of reference documents or portions of documents cited in the EIR and will make the electronic files available during public review. Ascent will submit electronic copies of references to the County for project files upon completion of the environmental process.
15. It is assumed that no new substantive issues, alternatives, or topical areas of research or analysis will be identified through the scoping process or during the course of analysis.
16. Existing studies, background materials, GIS data, and mapping are assumed to be complete, technically adequate, and sufficient for use in the EIR. No supplemental analysis will be needed.
17. Because of the uncertainty with regard to printing costs (e.g., document size, number of color exhibits, number of oversized exhibits), Ascent will revisit with the County the adequacy of the placeholder fee for document production. If actual costs exceed, or are projected to exceed, the value assumed in Ascent's fee, an amendment to the budget will be required.
18. The price is based on the schedule included within this scope of work. Should significant delay occur (more than 120 days) for reasons beyond Ascent's control, a budget amendment or additional charges may apply to the remaining work, based on labor rates in effect at the time.

ATTACHMENT 2
FIRST AMENDMENT TO PLANNING SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES – MINTIER HARNISH PLANNING CONSULTANTS

THIS FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2016, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and MINTIER HARNISH PLANNING CONSULTANTS, hereinafter referred to as CONSULTANT.

WHEREAS, on November 18, 2014, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to an adjustment of the services to be provided by Consultant under said contract and the compensation for those 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 change in scope of services and compensation as follows:

The CONSULTANT agrees to perform the change in services as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these changes in services resulting in a net decrease of \$61,370.00 as set out in Exhibit "A".

2. The COUNTY agrees to pay to CONSULTANT \$937,495.00 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: _____
David Boesch, County Executive Officer

Date: _____

CONSULTANT:

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Date: _____

APPROVED AS TO CONTENT:

By: _____
Paul Thompson
Interim Agency Director

Date: _____

June 14, 2016

Sherri Conway, Project Manager
Planning Services Division
County of Placer
3091 County Center Drive
Auburn, CA 95603

RE: Sunset Industrial Area Plan: Scope and Budget Amendment

Dear Sherri:

Scope and Budget Amendment

BACKGROUND

The County recently initiated the preparation of the Placer Ranch Specific Plan and retained a consultant team led by MacKay Soms. The planning area for this project is within the boundaries of the Sunset Area Plan, which is currently being updated by County staff and a consultant team led by Mintier Harnish. County Counsel has determined that the CEQA analysis for the two projects should be a single, combined Program and Project EIR. This requires an amendment to the Sunset Area Plan work scope overlap in the two concurrent planning efforts will require ongoing coordination and collaboration between the two consultant teams, as well as with County staff directing the two planning efforts. Regular, coordinated communication between the consultant teams and County staff will be essential to assure consistent project assumptions, shared data, and unified planning strategies. Finally, over the past year there has been a significant amount of work performed by the Sunset Area Planning team that has been beyond the scope of the approved scope and budget, including meeting attendance, background report preparation, and project management related to status changes with the Placer Ranch project.

WORK SCOPE

Elimination of Task 8: Preparation of the Separate Sunset Area Plan Program EIR

Most of the Task 8 work scope and budget for the Sunset Area Plan Program EIR is recommended for elimination. This scope and budget should be added to the Ascent Environmental work scope and budget for the combined Placer Ranch Specific Plan/Sunset Area Plan EIR. A small portion of the scope and budget would remain in the Sunset Area Plan to assure continued coordination, information sharing, and document review by the Sunset Area planning team.

Placer Ranch/Sunset Area Plan Team Coordination General Coordination. Placer Ranch and SIA Plan consultant team representatives should confer periodically with County staff during the plan preparation stage to coordinate their planning efforts, schedules, and progress. Project coordination will take two basic forms: general overall coordination; and coordination on

specific topics, such as infrastructure, circulation, and financing plans. This effort will include up to three face-to-face meetings of the full project teams and County staff, up to six meetings of selected team members and County staff to coordinate on specific topics (e.g., wet infrastructure; transportation/circulation; financing plans; economic strategy; land use; and urban design), and regular conference calls

Additional Meeting Attendance

Sunset Area Plan team members attended several additional meetings not included in the approved work scope and budget. This work included the preparation for and attendance at project status briefing sessions for the Board of Supervisors and County CEO. Specifically, Mintier Harnish and Economic and Planning Systems (EPS) staff prepared for and facilitated briefing sessions for Supervisor Duran on April 14, 2015, Supervisor Weygandt on May 6, 2015, David Bosch, CEO, on May 11, 2015, and the full Placer County Board of Supervisors on June 16, 2015. The consultant team also was requested to attend a meeting at the Materials Recycling Facility on October 27, 2015, for a briefing by County staff on the odor issues impacting the Planning Area and development alternatives.

Additional Background Report Costs

The Sunset Area Plan Background Report preparation (Task 2) took substantially more time and effort than anticipated in the approved scope due to on-going status changes with regard to the Placer Ranch project, as it was at first being processed by the City of Roseville, and later as the application was withdrawn. The original work scope was based on the expectation of a single round of staff review and comments on the administrative draft. However, there were multiple rounds of review and revision, which required significant additional consultant team time and resources. The Consultant team incurred substantial costs in excess of budget and are requesting a budget amendment to cover a portion (approximately 25 percent) of those costs.

Project Management

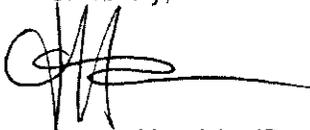
The time required to coordinate between the Sunset Area Planning team and County staff has been far greater than anticipated in the approved work scope and budget. Part of this is due to the increasing complexity of the project, and part is a result of the changing nature of the Placer Ranch project. All of this has resulted in a high frequency of project management coordination calls and meetings, which has largely exhausted the Project Management budget. This is not unusual for a major project such as this, particularly given the number of consultant team members and County staff involved. Additional project management funds are necessary to assure effective Sunset Area Plan project coordination for the remainder of the project.

CONTRACT AMENDMENT

The following summarizes the budget amendment request:

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|---|------------------|
| Reduction of Task 8 (CEQA): | -\$172,535 |
| Placer Ranch/Sunset Area Plan Coordination: | \$ 48,440 |
| Additional Meeting Attendance: | \$ 12,725 |
| Additional Background Report Costs: | \$ 20,000 |
| Project Management: | <u>\$ 30,000</u> |
| TOTAL BUDGET AMENDMENT REQUEST: | \$111,165 |
| NET BUDGET DECREASE: | \$61,370 |

Sincerely,



James Harnish, JD
Principal

JNH:twj

