



RESOLUTION No. 17-378

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A CONTRACT WITH ASCENT ENVIRONMENTAL, INC., FOR THE PREPARATION OF AN INITIAL STUDY, AND EITHER A SUBSEQUENT MITIGATED NEGATIVE DECLARATION OR AN ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED LAKE VAN NORDEN SPILLWAY PROJECT IN SODA SPRINGS IN THE MAXIMUM AMOUNT OF \$263,490, AUTHORIZING THE COUNTY TO ACCEPT THE CUSTOMER DEPOSIT, AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE FISCAL YEAR 2017/18 PLANNING DEPARTMENT BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the County is considering the application of the Tahoe Donner Land Trust to notch the Lake Van Norden dam spillway (U16-003, MGT16-010) addressing potential impacts on the environment including seasonally increased, event-driven downstream flows, changes in habitat values within Lake Van Norden, impacts to upstream and downstream areas and changes to the visual character and quality of the site (collectively “the proposed Project”); and

WHEREAS, an Initial Study (EIS16-003), and either a subsequent Mitigated Negative Declaration or an Environmental Impact Report in accordance with the California Environmental Quality Act is required in connection with the processing and review of the proposed Project; and

WHEREAS, Requests for Proposals were sent to eight (8) consultants and responses were received from three (3) of those firms; and

WHEREAS, the County desires to hire Ascent Environmental, Inc., to prepare the CEQA environmental document for the proposed Project; and

WHEREAS, the deposit from the project applicant to fund this contract will be deposited into account 1123-20708-325-2000/458010.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, approves the Contract and that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, that certain Contract dated the 11th day of July, 2017, in the amount of \$263,490, by and between said County and Ascent Environmental, Inc., for a term of July 11, 2017 to December 31, 2018 pertaining to the preparation of an Environmental Initial Study (EIS16-003) and either a subsequent Mitigated Negative Declaration or an Environmental Impact Report for the proposed Project, in the form attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, pursuant to the Community Development Agency fee schedule (Resolution No. 17-242), the Planning Department is authorized to accept a deposit from the applicant an amount equal to the fee charged by the consultant to prepare the Environmental Impact Report, plus an additional ten percent to cover administrative costs. The Auditor-Controller is hereby directed to amend the Fiscal Year 2017/18 Planning Department budget as follows:

Increase:

Planning Department	1123 20708 325 2000/458010	\$263,490
Planning Department	1123 20708 325 2000/521520	\$263,490
Planning Department	1123 20708 325 1000/450170	\$26,349
Planning Department	1123 20708 325 1000/522090	\$26,349

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of July, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Hank Weston, Chair

7/11/2017 cc: Planning*
AC* (Hold)

7/21/2017 cc: Planning*
AC* (Release)
AE, Inc.

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Ascent Environmental, Inc.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Preparation of the Lake Van Norden Spillway Environmental Document on behalf of Tahoe Donner Land Trust**

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** \$263,490.00
- (§3) **Contract Beginning Date:** 7/11/2017 **Contract Termination Date:** 12/31/2018
- (§4) **Liquidated Damages:** No

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$1,000,000)	<u>X</u>	<u> </u>
(§7) Automobile Liability	(\$ 300,000) Personal Auto	<u> </u>	<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>X</u>
(§8) Worker's Compensation		<u>X</u>	<u> </u>
(§9) Errors and Omissions	(\$1,000,000)	<u>X</u>	<u> </u>

LICENSES

Designate all required licenses:

(§14) None

NOTICE & IDENTIFICATION

(§26) **Contractor:** Ascent Environmental, Inc.
455 Capitol Mall, Suite 300
Sacramento, CA 95814

County of Nevada:
950 Maidu Avenue
Nevada City, California 95959

Contact Person: Pat Angell
(916) 732-3324
e-mail: pat.angell@ascentenvironmental.com

Contact Person: Brian Foss
(530) 265-1256
e-mail: Brian.Foss@co.nevada.ca.us
Org Code:1123 20708 325 2000

Contractor is a: (check all that apply)

Corporation:	<u>X</u> Calif.,	<u> </u> Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> DbA,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Compensation and Delivery (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>X</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof, except for issues out of the Contractor's control, example, weather, delay in meetings, additional requests. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant

prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

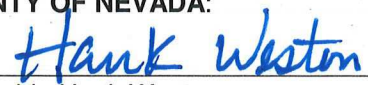
IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

ASCENT ENVIRONMENTAL, INC.
CONTRACTOR:


Name: Curtis E. Alling
Title: Principal

Dated: 7/7/17

COUNTY OF NEVADA:


Honorable Hank Weston
Chair, Board of Supervisors

Dated: 7/11/2017

Attest: 
Julie Patterson-Hunter
Clerk of the Board of Supervisors

REVISED SCOPE OF WORK

The following scope of work has been prepared based on our experience with projects with similar natural resource issues, knowledge of the project area and the Sierra Nevada, field review of Lake Van Norden and its dam, and review of the following technical studies and materials:

- ▶ Balance Hydrologics, September 26, 2012, Initial Reconnaissance Site Visit and Implication of Division of Safety of Dams Jurisdiction at Lake Van Norden
- ▶ Balance Hydrologics, February 6, 2015, Van Norden Dam 100-year Flood Attenuation Evaluation
- ▶ Balance Hydrologics, July 15, 2015, Van Norden Dam Hydraulic Evaluation
- ▶ Balance Hydrologics, July 17, 2015, Groundwater monitoring and interpretation of initial conclusions, Lake Van Norden and Van Norden Meadow Assessment Update
- ▶ Balance Hydrologics, February 9, 2016, Measured Groundwater Conditions in Van Norden Meadow during Drawdown of Lake Van Norden in October 2015
- ▶ Balance Hydrologics, August 1, 2016, Impacts of the proposed spillway modification on the 200-year flood and spatial and temporal inundation patterns upstream of Van Norden Dam
- ▶ Dokken Engineering, May 2016, Bridge Design Hydraulic Study Report for the Soda Springs Road Bridge at South Yuba River Project (State Bridge No. 17C-0010) [related report for nearest downstream bridge facility]
- ▶ GEOSUAS, Inc. (Lori Carpenter), August 2016, Onsite Management Plan for Revegetation of Historic Van Norden Reservoir Unconsolidated Bottom Area
- ▶ Lori Carpenter, June 2015 Desktop Waters of the United States & Wetland Delineation for the Van Norden Dam Spillway Modification Project
- ▶ Lori Carpenter, February 22, 2016, Project Information Questionnaire (for County permit application)
- ▶ C.S. Ecological Surveys and Assessments, August 2015, Lake Van Norden Special-status Plant Survey
- ▶ Dudek, February 17, 2014, Biological Resources Assessment for the 721-acre Lake Van Norden Study Area
- ▶ Holdredge & Kull, November 2015, Specifications for Lake Van Norden Spillway Modifications
- ▶ Susan Lindstrom, Ph.D. January 2014, Lake Van Norden/Meadow Work Book: A Conceptual Overview of Human Land Use and Environmental Conditions
- ▶ NCIC, October 19, 2015, Truckee Donner Land Trust, Lake Van Norden Records Search
- ▶ Truckee Donner Land Trust, August 2016, Proposed Van Norden Spillway Modification Project [Project Description]

In addition to the above documentation, we are aware that TDLT is expected to submit the following additional information:

- ▶ Anticipated responses and possible changes to hydrology analysis that address Caltrans and Placer County comments and concerns regarding downstream flooding.
- ▶ Additional monitoring data and mapping of the lake area and South Yuba River channel related to erosion/downcutting and revegetation.
- ▶ Groundwater elevation monitoring that supplements data from Balance Hydrologics Feb 9, 2016 study.
- ▶ Further documentation and background on water rights associated with the Yuba River.

Ascent will also review and use, as appropriate, information generated by the Save Van Norden Lake group, including its report "Opposition Response Report to Nevada County Project Application (U16-003; MGT16-010): Van Norden Dam Spillway Modification by Truckee Donner Land Trust".

While Nevada County has initially indicated that the appropriate level of environmental review for the project is a mitigated negative declaration (MND) or an environmental impact report (EIR), it is not clear at this point in the what level of environmental review will be needed. In order to determine the proper scope of the project-specific analysis and type of environmental document to be prepared, we have proposed the following two-phased approach to the scope of work:

- ▶ **Phase 1:** Review of project materials and technical studies and preparation of an Environmental Checklist to determine the scope of the project-specific analysis and type of environmental document to be prepared.
- ▶ **Phase 2:** Preparation of the environmental document.

PHASE 1 ENVIRONMENTAL ANALYSIS SCOPING

TASK 1 PROJECT INITIATION, KICK-OFF MEETING, AND SITE VISIT

The Ascent management team (Sydney Coatsworth, project director, and Pat Angell, project manager) will attend a kick-off meeting with the County and TDLT that will address various topics that will assist in the final approval of the contract such as points of contact, communication protocols, project description updates that may require scope/schedule/budget refinement, transfers of data/reports, provision of updated monitoring data and other materials from TDLT, and suitability of available data. Ascent will also complete a site visit in combination with the kick-off meeting to gain familiarity with the project site.

We will also generate template consultation request letters for use by the County to send to California Tribes that have requested notice pursuant to Assembly Bill 52 (AB 52). This scope of work assumes that all AB 52 consultation will be undertaken by the County and that consultant assistance will not be required. We can amend our scope and budget to provide assistance on AB 52 consultation if requested by the County.

**DELIVERABLES/
MEETINGS**

Attendance at kick-off meeting at the County offices, project site, or similar location

Agenda outlining the issues for discussion at kick-off meeting

Memo documenting the results of the meeting and the specific direction and approach for topics discussed

Final refinements to scope of work, schedule, and budget for final contract approval (if required)

Template consultation request letters for AB 52 compliance

TASK 2 PROJECT DESCRIPTION

One of the most important elements for the environmental review process is a complete project description, as it forms the basis of the impact analysis. Ascent will prepare, based on TDLT plans and documents, a detailed project description for review by the County. The Project Description will include exhibits, as necessary, to illustrate project location and proposed project plans for both options (concrete and boulder). Based on County and TDLT comments, Ascent will revise the project description. Preparation of the Environmental Checklist (Task 5) will not commence until we receive approval on the project description from County staff.

DELIVERABLES

Draft and final project description (electronic files sent via email)

TASK 3 PEER REVIEW OF TECHNICAL STUDIES

Ascent team will review, objectively evaluate, and report on the TDLT-provided project materials and technical studies listed above. The Ascent team is experienced and highly qualified to review technical studies for quality and completeness, and has technical expertise in biological resources, hydrology and groundwater, water quality, cultural resources, soils, and overall environmental planning. We will review each technical report to for use of appropriate methods, consistency of assumptions with the proposed project, technical adequacy, and sufficiency for use in the identification of impacts and mitigation.

We have conducted a preliminary review of the Management Plan and its technical studies and have identified the following areas that will require additional information and/or further analysis:

- ▶ Hydrologic Studies: Caltrans and Placer County have identified downstream flooding concerns in regards to increased flows. Caltrans noted that a backwater analysis on the impact to downstream bridges and culverts should be conducted. Balance Hydrologics will need to review and address these comments. MBK Engineers will review the Balance Hydrologics reports and subsequent information generated to address the comments. This scope of work assumes that Balance Hydrologics will make required changes to the technical studies identified by MBK Engineers.
- ▶ Erosion: The Balance Hydrologics Sept 26, 2012 Initial Reconnaissance Site Visit and Implication of Division of Safety of Dams Jurisdiction at Lake Van Norden notes potential erosion and sedimentation impacts from headwater incision and remobilization of sediment from the change of hydrologic conditions. Both dam spillway modification options include scour protection at the dam, and the Management Plan includes monitoring of upstream stream channel conditions. MBK Engineers will review the technical studies and monitoring data, assess their adequacy for evaluating erosion impacts,

and determine the need for mitigation measures/modifications to the design to address any erosion issues.

- ▶ Groundwater: Technical materials prepared by Balance Hydrologics appear to provide sufficient information for the evaluation of changes in groundwater conditions from draining the lake and from reduced pool size during the winter months. The Management Plan refers to continued groundwater monitoring that will provide additional data to address changes in surface/groundwater interactions (e.g., remainder of 2016 and 2017). MBK Engineers will review this information, assess its adequacy, and identify any additional information needed to support the EIR analysis.
- ▶ Biological Resources: The 2014 Dudek biological analysis, 2015 C.S. Ecological Surveys and Assessments report, and the Management Plan appear to provide sufficient information for the evaluation of potential biological resources impacts from hydrologic modifications. However, the conclusions of the 2014 Dudek report do not correspond to the currently proposed project. It is anticipated that monitoring data on the natural revegetation of the lake bottom since draining of the lake by TDLT, as identified in the Management Plan, will be useful in the EIR analysis. This material will confirm the effectiveness of the Management Plan to create the habitat conditions proposed.
- ▶ Cultural Resources: Based on our recent field review of the lake, potential cultural resource sites may now be exposed as a result of draining the lake (though not in the area of the dam). We recommend that TDLT identify these resources and determine whether further documentation and/or protection is required. Natural Investigations will peer review the TDLT cultural resource reports noted above.

The Ascent team will prepare draft technical memoranda documenting the results of the peer review, summarizing our assessment of the analyses, and identifying any additional information needed to prepare the environmental document. We expect that any substantive and technical issues on the studies will be corrected by TDLT. Upon receiving comments on the peer reviews, we will revise and finalize the technical memoranda for use by the County.

**DELIVERABLES/
MEETINGS**

Draft and final technical memorandums on peer review opinion (electronic files sent via email)

TASK 4 ENVIRONMENTAL CHECKLIST AND ENVIRONMENTAL DOCUMENT DETERMINATION

This task will include preparation of the Environmental Checklist for the project that will be used as substantial evidence supporting the preparation of the appropriate environmental document. Specifically, this Environmental Checklist will be used to determine whether the project could result in significant environmental impacts and whether these impacts can be mitigated to a less-than-significant level. The result of this checklist will inform the County and the TDLT on whether an Environmental Impact Report (EIR) or Mitigated Negative Declaration (MND) should be prepared.

Introduction

An introduction to the checklist review will be prepared that describes a summary of the project, organization of the checklist review, other documents used in preparation of the review, and identification of responsible and trustee agencies (if necessary).

Project Description

The project description prepared under Task 2 will be used in the Environmental Checklist.

Analysis of Project

The environmental analysis will include an Environmental Checklist to organize the discussion. The checklist will include the full range of environmental topics, determine if any potentially significant environmental impacts would occur, and whether there are mitigation measures available to reduce identified significant environmental impacts to less-than-significant levels. The Environmental Checklist will project technical studies as appropriate to address project impacts.

Based on initial review, there is sufficient information is available to eliminate the following environmental issues from detailed analysis:

- ▶ Agricultural and Forestry Resources
- ▶ Energy
- ▶ Geologic Stability and Seismic Hazards
- ▶ Hazards and Hazardous Materials
- ▶ Mineral Resources
- ▶ Population and Housing
- ▶ Public Services and Utilities
- ▶ Operational Transportation Impacts

The following environmental issue areas will be evaluated.

Land Use

The general consistency of the project with Nevada County General Plan, Land Use and Development Code, and natural resource standards will be described. The analysis will focus on whether the project would be inconsistent with policies adopted for the purposes of avoiding or reducing significant environmental impacts, as required by CEQA.

Terrestrial and Aquatic Biological Resources

The biological resources analysis will focus on direct impacts resulting from modifications to the dam and hydrologic modification of Lake Van Norden and the South Yuba River on species and habitat conditions based on TDLT's technical studies, Management Plan, Ascent's peer review, field review, public comments and input to date, and monitoring results provided by TDLT. The environmental setting will describe common and sensitive vegetation, wildlife, and aquatic resources known or with potential to occur on the project site for both existing conditions and pre-drained lake conditions. Issues that will be addressed include special-status species, sensitive habitats (i.e., wetland, montane meadow, and riparian habitats), and the potential for the spread of noxious weeds. Exhibits will show the location and extent of potential sensitive biological resources in the project area. The analysis will also address whether further conversion of open water habitat to montane meadow habitat and other impacts related to the alteration of hydrology would be significant. The Management Plan identifies that prior to draining, the lake offered 102.9 acres of open water habitat. After draining, habitat would be restored to historic conditions, including

6.1 acres of open water habitat, 42.5 acres of seasonal freshwater habitat (consisting of overbank flooding area and high alpine meadow wetlands), 50.2 acres of high alpine wet meadow willow dominated wetlands, and 3.7 acres of potentially high alpine forested wetlands. The impact analysis will address both the immediate area addressed by the Management Plan as well as upstream in the eastern portion of the existing meadow of Lake Van Norden. The effectiveness of the Management Plan will also be addressed.

Cultural Resources and California Tribal Cultural Resources

The cultural resources section will be based on the technical studies provided by TDLT. The section will identify the presence and significance of prehistoric and historic sites, features, artifacts, and traditional cultural properties within and in the immediate vicinity of the project area. The analysis will also address potential impacts to California tribal cultural resources consistent with the requirements of AB 52. Impacts will be identified and mitigation measures provided, consistent with CEQA Guidelines Section 15064.5 and tribal input.

Transportation and Traffic

Project traffic impacts will be limited to temporary effects during construction (four to six-week construction period). Ascent will prepare the traffic analysis and will coordinate with Nevada County and Placer County staff regarding any requirements for construction traffic controls that need to be identified in the EIR. Level of Service (LOS) analysis of intersections and roadway segments is assumed not to be required. A qualitative evaluation of bicycle, pedestrian (including hikers), and transit facilities will be provided. Exhibits will be included to display the existing roadway system and bicycle/pedestrian/transit facilities.

Air Quality

The air quality analysis will be focused on construction activities for the project and will include coordination with the Northern Sierra AQMD on the assumptions for the modeling of construction air pollutant emissions and impact analysis. The EIR will discuss applicable local, state, and federal air quality regulatory framework. Regional and local air quality, including attainment status for criteria pollutants will be described. The potential exposure of sensitive receptors to toxic air contaminants (TAC) and odor sources (none expected, may be scoped out) from construction activities will be assessed qualitatively. Increases in criteria air pollutants, precursors, and exposure to TACs during construction of the proposed project will be identified.

Greenhouse Gas (GHG) Emissions and Climate Change

The GHG analysis will quantify GHG emissions from construction activities and will qualitatively evaluate changes in carbon sequestration associated with habitat changes. The analysis will include a brief discussion on the current state of the science (e.g., Intergovernmental Panel on Climate Change [IPCC] Fourth Assessment Report) along with applicable regulatory framework and relevant guidance (e.g., Assembly Bill [AB] 32, Senate Bill [SB] 32, and draft Air Resources Board 2017 Scoping Plan). The analysis will evaluate the project in terms of its consistency with California's GHG reduction goals, recommendations contained in the draft 2017 Scoping Plan, and other recent guidance documents for determining whether project-generated GHG emissions would be a cumulatively considerable contribution to the global impact of climate change. Carbon dioxide will be used as a proxy for all GHGs potentially emitted during construction of the proposed project.

Noise

The noise analysis will be focused on the potential effect of construction activities on sensitive noise receptors and recreational users in the project area. The analysis will describe potential short-term construction-related noise (e.g., use of heavy-duty equipment for construction activities). The degree to which this will affect nearby sensitive land

uses will be documented. The significance of short-term noise impacts will be determined based on comparison to applicable regulations.

Hydrology and Water Quality

This analysis will be prepared by both Ascent and MBK Engineers and will evaluate potential changes in flooding conditions, hydrology, streambed erosion, groundwater and water quality associated with the modification of the dam and its analysis will be coordinated with the biological resources analysis noted above. The analysis will use the hydrologic and groundwater technical studies prepared by Balance Hydrologics and subsequent monitoring data, our peer review, field review, and public input to date. The analysis will include background information and mapping for pre- and post-lake draining watershed and hydrologic conditions such as drainage topography, drainage tributary areas, soils information, flow volumes, water impounded behind the dam, groundwater levels, and related information. A discussion of the site topography, stream channel stability, soil characteristics, and erosion potential will be presented that addresses both the immediate area addressed by the Management Plan as well as upstream in the eastern portion of the existing meadow of Lake Van Norden.

A description of existing water quality conditions will be prepared based on information provided by TDLT and site reconnaissance. The existing conditions description will include an assessment of existing pollutant sources (erosion and sedimentation), surface water quality, and groundwater levels. Water quality impacts from both construction and operation of the project will be evaluated and temporary and permanent best management practices will be described to address associated impacts.

Recreation

The analysis will evaluate the recreational impacts associated with the project. While the project would not result in direct physical impacts on any recreational facility in the Lake Van Norden area and would not affect winter recreation activities in the area (such as cross-country skiing and snow play), the altered condition of the reduced impounded water and habitat conditions may be perceived as affecting hiking, wildlife viewing and other recreational activities. This impact analysis will be closely coordinated with the biological resources and visual impact analyses.

Aesthetics/Visual Resources

The analysis will describe the appearance of the project site from key vantage points, including off-site areas with public access from which the site is visible, including nearby roads and hiking trails, as well as visual conditions of the project area prior to the lake being drained. Photos from representative locations will be included in the analysis to assist in describing existing conditions. The analysis will describe if and/or how implementation of the proposed project would change the view of the site from key viewpoints, as compared to existing conditions. This will include an evaluation of how revegetation and habitat modification would modify the current character of the lake during the spring, summer, and fall months.

We will conduct two visual simulations of the Lake Van Norden with implementation of the dam modification and revegetation with from key viewpoint(s) identified by the County.

DELIVERABLES/ MEETINGS

Administrative draft of Environmental Checklist (Electronic Submittal – MS Word)

Revised draft of Environmental Checklist (Electronic Submittal – MS Word)

TASK 5 PHASE 1 PROJECT MANAGEMENT AND MEETINGS

Ascent will manage the preparation of the Environmental Checklist and maintain close communication with County and applicant project team. Ascent will participate in up to two (2) conference calls to discuss the status of the project. It is assumed that the project director will participate in these meetings. The anticipated purpose of the meetings would be to discuss comments on the Environmental Checklist review and to determine the appropriate environmental document. The purpose and scheduling of the meetings may change.

PHASE 2 ENVIRONMENTAL DOCUMENTATION

The results of Phase 1 will determine whether an MND or EIR or should be prepared. The scope of work for Phase 2 is divided into two options (preparation of an MND or EIR).

MITIGATED NEGATIVE DECLARATION SCOPE OF WORK OPTION

TASK MND-1 DRAFT MITIGATED NEGATIVE DECLARATION

Ascent will prepare a Draft MND that will based on the results of the Environmental Checklist prepared under Phase 1. The MND will utilize the County's preferred format. The Draft MND will be submitted to the County for review and comment.

**DELIVERABLES/
MEETINGS**

Draft MND (seven [7] hard copies and an electronic submittal in MS Word and pdf formats)

TASK MND-2 SCREENCHECK MITIGATED NEGATIVE DECLARATION

Based on comments from County staff on the Draft MND, Ascent will prepare a screencheck MND for County review. This scope of work assumes that comments will not require analysis of new issues or substantially revised analysis of issues already addressed in the administrative draft.

**DELIVERABLES/
MEETINGS**

Screencheck MND (Electronic submittal – MS Word)

TASK MND-3 PROPOSED MITIGATED NEGATIVE DECLARATION

Based on final comments from County staff on the screencheck MND, Ascent will prepare the proposed MND for the County to release for public and agency review. This scope of work assumes that comments will not require analysis of new issues or substantially revised analysis of issues already addressed in the print check document. Ascent will submit the proposed MND to the State Clearinghouse along with the Notice of Completion (NOC) and the Notice of Intent (NOI) to Adopt the MND.

**DELIVERABLES/
MEETINGS**

Proposed MND (twenty-five [25] hard copies and an electronic submittal in MS Word and pdf formats; 15 CDs and 15 hard copies of Executive Summary to be delivered by Ascent to OPR)

Notice of Completion (NOC) and Notice of Intent (NOI) (electronic submittal in MS Word and pdf formats)

TASK MND-4 RESPONSE TO PUBLIC COMMENTS ON MITIGATED NEGATIVE DECLARATION

Ascent will coordinate with the County, who will assemble public and agency comments received on the MND. The responses are assumed to require only clarification and/or explanation of the conclusions in the MND without the need to revise analysis, elaborate substantially, or add new issues.

While not specifically required pursuant to CEQA, Ascent will prepare draft response to comments in a technical memorandum and will submit it to the County for review. Written responses are recommended as a best practice and to support the project record. Ascent will incorporate changes in response to County staff comments and will prepare final technical memorandum.

**DELIVERABLES/
MEETINGS**

Draft and final response-to-comments technical memorandum (electronic submittal in MS Word and pdf formats)

TASK MND-5 MITIGATION MONITORING AND REPORTING PROGRAM

A draft and final Mitigation Monitoring and Reporting Program (MMRP) will be provided. The MMRP will include all mitigation measures in the MND and will identify timing, responsible party, timing, and performance standards.

**DELIVERABLES/
MEETINGS**

MMRP (electronic submittal in MS Word and pdf formats)

TASK MND-6 MEETINGS, PUBLIC HEARINGS, PROJECT MANAGEMENT

Ascent's management team will devote effort each month to ensure an efficient and timely process for project execution. This includes close coordination with Ascent's subconsultants, the County, and TDLT (either directly or through the County as directed by County staff) about project issues, as they arise. Ascent will maintain close communication with County staff to ensure the County's objectives are met, the schedule is maintained, and the project is implemented within established budget parameters.

The project principal (Sydney Coatsworth) and/or project manager (Pat Angell) from Ascent will attend meetings with County staff and participate (including comment gathering) in public workshops, meetings, and hearings. An assistant project manager and technical staff may also attend meetings, as appropriate. The list below outlines the meetings that are included within the scope of work and that are not already identified and budgeted for in tasks above. Ascent will attend additional meetings, subject to a budget modification, if requested.

MEETINGS

One (1) Public Hearing on MND
 Up to two (2) Planning Commission Public Hearings on Project
 One (1) Board of Supervisor's Public Hearing on Project (if appealed)
 Eight (8) Conference Calls

EIR SCOPE OF WORK OPTION**TASK EIR-1 NOTICE OF PREPARATION AND SCOPING MEETING**

Ascent will prepare draft and final versions of the Notice of Preparation (NOP) for the County's review. The NOP will describe the project and the anticipated environmental issue areas to be evaluated in the EIR. While not required, we recommend that the NOP include a request for input on the range of alternatives to be evaluated in the EIR. We will generate draft NOP for County staff review and comment. Upon receiving comments, we will generate the final NOP for County location and will submit the NOP to the State Clearinghouse on behalf of the County.

The Ascent project management team will attend both NOP scoping meetings, one for public agencies (Caltrans suggested a meeting to discuss the hydrology impacts of the project) and one before the Planning Commission). Ascent will assist with preparation of a PowerPoint presentation and comment cards for the scoping meeting and will collect and record comments received during the meeting. Ascent will compile written and oral scoping comments into a scoping summary report that will contain a contact list of residents and stakeholders interested in the project. Ascent will also identify if issues raised in scoping comments (including comments on the NOP) require an amendment to the scope of work and budget.

**DELIVERABLES/
MEETINGS**

Electronic version of the draft NOP for County review (electronic files sent via email)
 Twenty-five (25) hard copies of the final NOP for County distribution
 Submittal of the NOP to the State Clearinghouse
 PowerPoint presentation and comment cards for the scoping meetings
 Attendance at up to two (2) scoping meetings (collect and record comments received)
 Scoping summary report (electronic file sent via email)

TASK EIR-2 ADMINISTRATIVE DRAFT EIR

Ascent will prepare an administrative Draft EIR, in accordance with CEQA and the State CEQA Guidelines, for submittal to the County. For those resources that would not be affected by the project, the EIR will provide the rationale as to why no impact would occur based on the analysis provided in the Environmental Checklist, and note that the issue is not discussed further in the EIR. Resource categories anticipated to be scoped out include agricultural and forestry resources, geologic stability and seismicity, hazards and hazardous materials, mineral resources, population and housing, public services and utilities, and operational transportation impacts.

The EIR will adhere to all CEQA requirements and is anticipated to focus on resource categories for which significant impacts could occur. Each environmental resource section will include a description of the environmental setting (i.e., the baseline environmental conditions), regulatory setting (i.e., federal, state, and local regulations), criteria used to

determine the significance of impacts, analysis methodology and assumptions, 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 significant or potentially significant impacts. The impact analysis will utilize the results of the Environmental Checklist. References will be provided as necessary to the supporting technical studies, which will be included as appendices to the EIR.

The EIR will adhere to all CEQA requirements and is anticipated to focus on resource categories for which significant impacts could occur. The EIR will include the following chapters:

Introduction

The Introduction will describe the purpose of the EIR and the outline of the EIR contents.

Executive Summary

The Executive Summary will provide an overview of the project, alternatives evaluated, areas of controversy and issues to be resolved, and project impacts and mitigation measures.

Project Description

The Project Description will utilize the project description provided in the Environmental Checklist.

Environmental Setting, Impacts, and Mitigation Measures

Each environmental resource section will include a description of the environmental setting (i.e., the baseline environmental conditions), regulatory setting (i.e., federal, state, and local regulations), criteria used to determine the significance of impacts, analysis methodology and assumptions, 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 significant or potentially significant impacts. References will be provided as necessary to the supporting technical studies, which will be included as appendices to the EIR.

Other Sections Required by Statute

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. Sections required by CEQA not mentioned above include table of contents, executive summary, introduction, effects not found to be significant (including some of those described above), references, and a list of individuals and agencies consulted. The EIR will include maps and graphics, as appropriate, to clearly present the environmental analysis to the decision makers, responsible agencies, and the public. The executive summary will include a summary table of all impacts and mitigation measures identified in the EIR.

Cumulative Impacts

Ascent will evaluate the impacts of cumulative development and activities 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 projects and activities in the region and an accurate list of cumulative projects (proposed, approved, under construction).

Alternatives

CEQA requires that an EIR describe a range of reasonable alternatives to a project (or project location) that feasibly attain most of the objectives, but could avoid or reduce at least one environmental impact (Section 15126.6). Ascent assumes that up to four alternatives, including the No-Project Alternative will be evaluated in the EIR. The three

action alternatives will be determined through consultation with the County and TDLT, the technical memorandum on alternatives, and on the ability of each to reduce environmental impacts. The alternatives will be analyzed at a comparative level of detail, less than that of the proposed project, but sufficient to allow a comparison of impacts

Growth Inducing Impacts

This section will qualitatively evaluate the project’s potential to induce growth and any 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 (e.g., extending infrastructure to new areas).

Significant and Unavoidable Impacts

This section will clearly and succinctly summarize any significant and unavoidable environmental effects of the proposed project and alternatives as evaluated in the EIR.

DELIVERABLES/ MEETINGS	Seven (7) copies of the Administrative Draft EIR (plus one electronic copy) for County review Attendance at comment review meeting (by up to two Ascent staff)
-----------------------------------	---

TASK EIR-3 SCREENCHECK AND PUBLIC DRAFT EIR AND NOTICE OF AVAILABILITY

Ascent will revise the administrative Draft EIR and prepare a screencheck Draft EIR in accordance with review comments from the County. The screencheck Draft EIR will be provided in track-changes format so that the County and the TDLT can quickly identify document revisions. It is assumed that only minor comments will need to be addressed following screencheck review

Following approval of the screencheck Draft EIR, the Public Draft EIR will be prepared. Ascent will deliver the Draft EIR to State Clearinghouse along with a Notice of Completion. Ascent will send 25 hard copies and CD copies of the Public Draft EIR to the County for distribution, as well as a web-ready (searchable) pdf file for the County to post to its website.

DELIVERABLES/ MEETINGS	Seven (7) copies of the screencheck Draft EIR and Notice of Availability (plus one electronic copy) for County review 25 copies of the Public Draft EIR and Notice of Availability (plus one electronic copy and 25 CDs) for County distribution Public Draft EIR to the State Clearinghouse and Notice of Completion
-----------------------------------	---

TASK EIR-4 RESPONSE TO COMMENTS AND FINAL EIR

The level of effort required to prepare the response to comments on the Draft EIR and the associated Final EIR is directly related to the number and complexity of agency and public comments received on the Draft EIR. It is not possible to predict the number and nature of comments that may be received; however, for the purposes of this scope of work and cost estimate, 124 hours of Ascent staff time has been allocated to preparing responses to comments. This estimate is based on review of the comments received to date on the application (comments from the Save Van Norden Lake group) and anticipation of the extent of comments that will likely be received on the Draft EIR.

Ascent will review and respond to comments received during the Draft EIR comment period and provide responses to the County for review. This task includes Ascent management team attendance at one meeting with the County to review comments received and confirm strategies for preparing responses. Following receipt of County comments on the responses to comments, Ascent will incorporate the responses into an administrative Response to Comments/Final EIR document that will consist of edits and revisions to the Draft EIR, comments on the Draft EIR, and responses to those comments. Ascent will respond to the County's comments on the Response to Comments/Final EIR document and will prepare a screencheck Response to Comments/Final EIR. Upon the County's approval of the screencheck Response to Comments/Final EIR, Ascent will prepare the Public Final EIR. Upon certification of the Final EIR, the document will be amended to include the minutes of the Final EIR certification.

DELIVERABLES/ MEETINGS	<p>Five (5) copies of Administrative Draft Response to Comments/Final EIR (plus one electronic copy) for County review</p> <p>10 copies screencheck Response to Comments/Final EIR (plus one electronic copy) for County review</p> <p>15 copies of the Public Final EIR (plus one electronic copy) to the County for its distribution</p> <p>15 copies of the certified Final EIR that includes the minutes of the Final EIR certification</p> <p>Attendance at one comment review meeting</p>
-----------------------------------	---

TASK EIR-5 CEQA FINDINGS AND MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

In coordination with County staff, Ascent will prepare CEQA Findings of Fact (Findings) and, if necessary, a Statement of Overriding Considerations for use by the County. The Findings will specify mitigation measures that have been incorporated into the project, and will explain why other measures, if any, have been found to be infeasible. If applicable, the Findings will also identify feasible project alternatives that could reduce adverse environmental effects but are not being implemented, with an explanation as to why they are considered to be infeasible. Ascent will prepare an administrative draft of the Findings and will submit (electronically) to the County for review and comment. Once comments are received, Ascent will incorporate comments and deliver an electronic file of the final Findings to the County.

A draft and final MMRP will be provided. The MMRP will include all mitigation measures in the EIR and will identify timing, responsible party, timing, performance standards, etc.

DELIVERABLES	<p>One (1) electronic copy of the administrative draft Findings and MMRP</p> <p>15 copies of the final Findings and MMRP and one electronic copy</p>
---------------------	--

TASK EIR-6 MEETINGS, PUBLIC HEARINGS, PROJECT MANAGEMENT

Ascent's management team will devote effort each month to ensure an efficient and timely process for project execution. This includes close coordination with Ascent's subconsultants, the County, and TDLT (either directly or through the County as directed by County staff) about project issues, as they arise. Ascent will maintain close communication with County staff to ensure the County's objectives are met, the schedule is maintained, and the project is implemented within established budget parameters.

The project principal (Sydney Coatsworth) and/or project manager (Pat Angell) from Ascent will attend meetings with County staff and participate (including comment gathering) in public workshops, meetings, and hearings. An assistant project manager and technical staff may also attend meetings, as appropriate. The list below outlines the meetings that are included within the scope of work and that are not already identified and budgeted for in tasks above. Ascent will attend additional meetings, subject to a budget modification, if requested.

MEETINGS

- One (1) Public Hearing on Draft EIR
- Up to two (2) Planning Commission Public Hearings on Final EIR and Project
- One (1) Board of Supervisor's Public Hearing on Final EIR and Project (if appealed)
- 12 Monthly Conference Calls on EIR Preparation

SCHEDULE

Ascent has an excellent reputation for efficiently managing project budgets and maintaining schedules even under challenging deadlines. The Ascent team will proactively manage the project so that the schedule established at the beginning is maintained to the degree that it is under our control. We offer the following proposed schedule based on our understanding of the scope and complexity of the project. We would be happy to discuss how we can best modify this schedule to meet the County's needs.

Two schedules are provided to match each environmental document option. These schedules assume that TDLT studies are sufficient for use, or that revisions can be made in such a manner that they do not affect our ability to meet the schedule below.

MND OPTION SCHEDULE

WORK PRODUCT/MILESTONE	DURATION (WEEKS)
Phase 1 Environmental Analysis Scoping	
Task 1 – Project Initiation, Kick-Off Meeting and Site Visit	
Receive notice to proceed, conduct project kick-off meeting, and receive all project description materials and technical studies	n/a
Task 2 – Project Description	
Ascent submits draft EIR project description to County	1
County provides comments on draft EIR project description to Ascent	1
Ascent submits final EIR project description to County	0.5
Task 3 – Peer Review of Technical Studies	
Ascent submits of draft technical memoranda on peer reviews to County	4
County provides comments on technical memoranda to Ascent	2
Ascent submits of final version technical memoranda on peer reviews to County	1
Task 4 – Environmental Checklist and Environmental Document Determination	
Ascent submits administrative draft of Environmental Checklist to County	6
County provides comments on administrative draft of Environmental Checklist to Ascent	2
Ascent submits revised draft of Environmental Checklist to County	1
Task 5 – Phase 1 Project Management and Meetings	
Coordination and conference calls with County on environmental document determination	1

Phase 2 Environmental Documentation	
Task MND-1 – Draft MND	
Ascent submits Draft MND to County	2
County provides comments on Draft MND to Ascent	2
Task MND-2 – Screencheck MND	
Ascent submits Screencheck MND to County	1
County provides comments on Screencheck MND to Ascent	1
Task MND-3 – Public MND	
Public released of MND	1
End of 30-day public review period	5
Task MND-4 – Response to Comments on MND	
Ascent submits Administrative Technical Memorandum to County	1
County provides comments on Administrative Technical Memorandum to Ascent	1
Ascent submits Final Technical Memorandum to County	1
Task MND-5 – MMRP	
Submittal of MMRP	Submitted at same time as technical memorandum under Task MND-4
Task MND-6 – Meetings, Public Hearing, Project Management	
Attendance at meetings, conference call, and other related actions	As scheduled
TOTAL*	30.5 weeks

*The work effort and schedule for Task 3 and 4 would overlap each other.

EIR OPTION SCHEDULE

WORK PRODUCT/MILESTONE	DURATION (WEEKS)
Phase 1 Environmental Analysis Scoping	
Task 1 – Project Initiation, Kick-Off Meeting and Site Visit	
Receive notice to proceed, conduct project kick-off meeting, and receive all project description materials and technical studies	n/a
Task 2 – Project Description	
Ascent submits draft EIR project description to County	1
County provides comments on draft EIR project description to Ascent	1
Ascent submits final EIR project description to County	0.5
Task 3 – Peer Review of Technical Studies	
Ascent submits of draft technical memoranda on peer reviews to County	4
County provides comments on technical memoranda to Ascent	2
Ascent submits of final version technical memoranda on peer reviews to County	1
Task 4 – Environmental Checklist and Environmental Document Determination	
Ascent submits administrative draft of Environmental Checklist to County	6
County provides comments on administrative draft of Environmental Checklist to Ascent	2
Ascent submits revised draft of Environmental Checklist to County	1
Task 5 – Phase 1 Project Management and Meetings	
Coordination and conference calls with County on environmental document determination	1
Phase 2 Environmental Documentation	
Task EIR-1 – NOP and Scoping Meeting	
Ascent submits draft NOP to County	1
County provides comments on draft NOP to Ascent	2
Public release of the NOP	1
NOP scoping meetings	As scheduled
NOP comment period ends and County provides complete set of NOP comments to Ascent	5

Task EIR-2 – Administrative Draft EIR	
Ascent submits administrative Draft EIR to County	6
Task EIR-3 – Screencheck and Public Draft EIR and NOA	
County provides comments on administrative Draft EIR to Ascent	4
Ascent submits screencheck Draft EIR and NOA to County	2
County provides screencheck Draft EIR comments to Ascent	2
Public Draft EIR Release	1
End of 45 Day Review Period	7
Task EIR-4 – Response to Comments and Final EIR	
Ascent submits administrative Final EIR to County	3
County provides comments on administrative Final EIR to Ascent	2
Ascent submits screencheck Final EIR to County	1
County provides screencheck Final EIR comments to Ascent	1
Ascent submits Public Final EIR to County	1
Ascent submits certified Final EIR to County	1 week after certification action
Task EIR-5 – CEQA Findings and MMRP	
Ascent submits draft Findings and MMRP to County	2
County provides comments on draft Findings and MMRP to Ascent	2
Ascent submits final version of Findings and MMRP to County	1
Task EIR-6 – Meetings, Public Hearing, Project Management	
Attendance at meetings, conference call, and other related actions	As scheduled
Total*	54.5 weeks

*The work effort and schedule for Tasks 3, 4, EIR-1, EIR-2, EIR-4 and EIR-5 would overlap.

COST ESTIMATE

COST ESTIMATE

LAKE VAN NORDEN SPILLWAY PROJECT MND OPTION
NEVADA COUNTY, CALIFORNIA



LABOR COSTS	Principal	Project Director	St. Wildlife Bio/Hydro	Wildlife Biologist	Senior Air/GHG/Noise	Air/GHG/Noise	Analyst/Planner II	Analyst/Planner I	GIS/Graphics	Word Processing/Administrative	Total Hours	Total Dollars
RATE/HOUR	\$240	\$210	\$160	\$125	\$160	\$125	\$130	\$120	\$115	\$95		
PHASE 1 TASK 1: Project Initiation												
Kick-off meeting	4	4									8	\$ 1,800
Site visit	8	8									16	\$ 3,600
Subtotal, Task 1	12	12	0	0	0	0	0	0	0	0	24	\$ 5,400
PHASE 1 TASK 2: Project Description												
Draft Project Description	2	4					24		4	4	38	\$ 5,280
Final Project Description		2					8			2	12	\$ 1,650
Subtotal, Task 2	2	6	0	0	0	0	32	0	4	6	59	\$ 6,930
PHASE 1 TASK 3: Peer Review of Technical Studies												
Draft Technical Memorandums	4	8	8	40							60	\$ 8,520
Final Technical Memorandums		4		4							8	\$ 1,340
Subtotal, Task 3	4	12	8	44	0	0	0	0	0	0	68	\$ 10,260
PHASE 1 TASK 4: Environmental Checklist												
Introduction								2			2	\$ 240
Environmental Analysis		2										\$ -
Land Use Compatibility		0					12		2		16	\$ 2,210
Population, Employment, and Housing								1			1	\$ 120
Hydrology and Water Quality	2	4	8				30		2		46	\$ 6,730
Biological Resources	2	2	6	40					10		60	\$ 8,010
Cultural Resources		1									13	\$ 1,770
Aesthetics and Visual Resources	4	4					30		10		48	\$ 6,850
Transportation and Circulation		2									14	\$ 1,920
Air Quality		1			4	32					37	\$ 4,850
Climate Change	2	2			6	32					42	\$ 5,860
Noise		1			4	24					29	\$ 3,850
Geology and Soils		1								8	9	\$ 1,170
Hazards and Hazardous Materials-										1	1	\$ 120
Public Services										1	1	\$ 120
Utilities										1	1	\$ 120
QA/QC and Production	16	12								32	50	\$ 13,000
Subtotal, Task 4	26	32	14	40	14	100	94	44	24	32	410	\$ 56,340
PHASE 1 TASK 5: Project Management and Meetings												
Review of Env Checklist and Document Determination	4	4		2							10	\$ 2,050
Subtotal, Task 5	4	4	0	2	0	0	0	0	0	0	10	\$ 2,050
PHASE 2 TASK MND-1: Draft MND												
Draft MND	2	8		4		4	24	4	8	24	78	\$ 9,980
Subtotal, Task MND-1	2	8	0	4	0	4	24	4	8	24	78	\$ 9,980
PHASE 2 TASK MND-2: Screenscheck MND												
Screenscheck MND		4		2		2	12	2	2	4	28	\$ 3,750
Subtotal, Task MND-2	0	4	0	2	0	2	12	2	2	4	28	\$ 3,750
PHASE 2 TASK MND-3: Proposed MND												
Proposed MND		2					4			8	14	\$ 1,700
Subtotal, Task MND-3	0	2	0	0	0	0	4	0	0	8	14	\$ 1,700
PHASE 2 TASK MND-4: Response to Comment on Mitigated Negative Declaration												
Technical Memorandum	2	2		6		2	8			2	22	\$ 3,130
Subtotal, Task MND-4	2	2	0	6	0	2	8	0	0	2	22	\$ 3,130
PHASE 2 TASK MND-5: Mitigation Monitoring and Reporting Program												
Mitigation Monitoring and Reporting Program		1					2			1	4	\$ 565
Subtotal, Task MND-5	0	1	0	0	0	0	2	0	0	1	4	\$ 565
PHASE 2 TASK MND-6: Public Meetings / Hearings and Management												
Public Meetings / Hearings and Management	7	16					4				27	\$ 5,560
Subtotal, Task MND-6	7	16	0	0	0	0	4	0	0	0	27	\$ 5,560
TOTAL LABOR HOURS	89	89	22	98	14	108	170	50	38	77	735	
TOTAL LABOR DOLLARS	\$ 14,160	\$ 20,790	\$ 3,520	\$ 12,250	\$ 2,240	\$ 13,500	\$ 22,100	\$ 6,000	\$ 4,370	\$ 7,315		\$ 106,245

DIRECT COSTS	Total Dollars
1. Subconsultants	
MEK (Hydrology)	\$ 30,360
Natural Resources (Cultural)	\$ 4,815
Square One Productions (Visual Simulations)	\$ 10,325
Administrative Cost (5%)	\$ 2,265
Subtotal, Subconsultants	\$ 47,565
2. Printing	\$ 1,500
3. Other Reproduction (e.g., CDs or jump drives, general photocopying)	\$ 125
4. Mileage/Parking/Travel	\$ 200
5. Maps/Supplies/Photos/Miscellaneous	\$ 300
6. Postage/Delivery	\$ 150
TOTAL DIRECT COSTS	\$ 49,840

TOTAL ESTIMATED COST: \$ 156,085

COST ESTIMATE

LAKE VAN NORDEN SPILLWAY PROJECT EIR OPTION
NEVADA COUNTY, CALIFORNIA



LABOR COSTS	Principal	Project Director	Sr Wildlife BioHydro	Wildlife Biologist	Senior Air/GHG/Noise	Air/GHG/Noise	Analyst Planner II	Analyst Planner I	GIS/ Graphics	Word Processing/ Administrative	Total Hours	Total Dollars
RATE/HOUR	\$240	\$210	\$160	\$125	\$160	\$125	\$130	\$120	\$115	\$55		
PHASE 1 TASK 1: Project Initiation												
Kick off meeting	4	4									8	\$ 1,800
Site visit	8	8					8				24	\$ 4,640
Subtotal, Task 1	12	12	0	0	0	0	8	0	0	0	32	\$ 6,440
PHASE 1 TASK 2: Project Description												
Draft Project Description	2	4					24		4	4	38	\$ 5,280
Final Project Description		2					8			2	12	\$ 1,650
Subtotal, Task 2	2	6	0	0	0	0	32	0	4	6	50	\$ 6,930
PHASE 1 TASK 3: Peer Review of Technical Studies												
Draft Technical Memorandums	4	8	8	40							60	\$ 8,920
Final Technical Memorandums		4		4							8	\$ 1,340
Subtotal, Task 3	4	12	8	44	0	0	0	0	0	0	68	\$ 10,260
PHASE 1 TASK 4: Environmental Checklist												
Introduction								2			2	\$ 240
Environmental Analysis												\$ -
Land Use Compatibility		2					12				16	\$ 2,210
Population, Employment, and Housing		0						1			1	\$ 120
Hydrology and Water Quality	2	4	8				30		2		46	\$ 6,730
Biological Resources	2	2	6	40					10		60	\$ 8,010
Cultural Resources		1					12				13	\$ 1,770
Aesthetics and Visual Resources	4	4					30		10		48	\$ 6,850
Transportation and Circulation		2									14	\$ 1,920
Air Quality		1			4	32					37	\$ 4,850
Climate Change	2	2			6	32					42	\$ 5,860
Noise		1			4	24					29	\$ 3,850
Geology and Soils		1								8	9	\$ 1,170
Hazards and Hazardous Materials										1	1	\$ 120
Public Services										1	1	\$ 120
Utilities										1	1	\$ 120
QA/QC and Production	8	20						30		32	90	\$ 12,760
Subtotal, Task 4	18	40	14	40	14	100	84	44	24	32	410	\$ 58,700
PHASE 1 TASK 5: Project Management and Meetings												
Review of Env Checklist and Document Determination	4	4		2							10	\$ 2,050
Subtotal, Task 5	4	4	0	2	0	0	0	0	0	0	10	\$ 2,050
PHASE 2 TASK EIR-1: NOP and Scoping Meetings												
NOP and Scoping Meetings	4	12					44		2	8	70	\$ 10,190
Subtotal, Task EIR-1	4	12	0	0	0	0	44	0	2	8	70	\$ 10,190
PHASE 2 TASK EIR-2: Administrative Draft EIR												
AD EIR	16	16	2	20	4	12	58	22	10	24	184	\$ 25,770
Subtotal, Task EIR-2	16	16	2	20	4	12	58	22	10	24	184	\$ 25,770
PHASE 2 TASK EIR-3: Screenscheck/Public Draft EIR and NOA												
Screenscheck Draft EIR, Draft EIR, and NOA	8	20	2	10	24	90	20	10	25	209	209	\$ 28,315
Subtotal, Task EIR-3	8	20	2	10	0	24	90	20	10	25	209	\$ 28,315
PHASE 2 TASK EIR-4: Response to Comments and Final EIR												
Response to Comments, Admin Final EIR, Scrk Final EIR, Final EIR	12	20	4	30	4	20	100	40	4	24	258	\$ 35,150
Subtotal, Task EIR-4	12	20	4	30	4	20	100	40	4	24	258	\$ 35,150
PHASE 2 TASK EIR-5: CEQA Findings and MMRP												
Findings and MMRP	2	4					36			2	44	\$ 6,190
Subtotal, Task EIR-5	2	4	0	0	0	0	36	0	0	2	44	\$ 6,190
PHASE 2 TASK EIR-6: Public Meetings / Hearings and Management												
Public Meetings / Hearings and Management	20	60					20	14			114	\$ 21,680
Subtotal, Task EIR-6	20	60	0	0	0	0	20	14	0	0	114	\$ 21,680
TOTAL LABOR HOURS	102	206	30	146	22	155	472	140	54	121	1445	
TOTAL LABOR DOLLARS	\$ 24,480	\$ 43,260	\$ 4,800	\$ 18,250	\$ 3,520	\$ 19,500	\$ 61,360	\$ 16,800	\$ 6,210	\$ 11,495		\$ 209,675

DIRECT COSTS	Total Dollars
1. Subconsultants	
MBK (Hydrology)	\$ 30,360
Natural Resources (Cultural)	\$ 4,615
Square One Productions (Visual Simulations)	\$ 10,325
Administrative Cost (5%)	\$ 2,255
Subtotal, Subconsultants	\$ 47,555
2. Printing	\$ 3,650
3. Other Reproduction (e.g., CDs or jump drives, general photocopying)	\$ 500
4. Mileage/Parking/Travel	\$ 1,400
5. Maps/Supplies/Photos/Miscellaneous	\$ 300
6. Postage/Delivery	\$ 400
TOTAL DIRECT COSTS	\$ 53,815

TOTAL ESTIMATED COST: \$ 263,490

COST ESTIMATE AND ASSUMPTIONS

The proposed price for the Lake Van Norden Spillway Project EIR is presented in the attached spreadsheet. With the objective of promoting clarity about the proposed price, the following assumptions explain the basis of the price to implement the proposed scope of work. Please note that the price is estimated based on a good faith effort and current understanding of the project needs of the Nevada County. Variations in approach, issues, and deliverables can adjust the contract price. If selected, Ascent is very interested in listening to Nevada County's needs and willing to revise the scope of work and price to meet Nevada County's expectations.

1. **Proposal Validity:** The proposed scope of work and price are valid for 120 days from the date of submittal, after which it may be subject to revision.
2. **Use of Technical Studies:** The proposed scope of work and price assumes utilization of the technical studies and data provided by TDLT for the preparation of the EIR. Any necessary revisions or corrections to this material as a result of Ascent's peer review will be made by TDLT and their consultant team.
3. **Compliance with CEQA.** The price assumes that an environmental document will be prepared in compliance with CEQA. Work related to NEPA compliance, Section 404 compliance, or other permitting processes is not included. These can be provided with a budget augment. Work concludes at the acceptance by the Nevada County staff of the final proposed deliverable.
4. **Schedule.** The price is based on the proposed schedule. Should significant delay occur (more than 60 days) for reasons beyond Ascent's control, a budget amendment may apply to the remaining work, based on labor rates in effect at that time. Ascent will consult with Nevada County about a course of action, if a significant delay occurs.
5. **Price Allocation to Tasks.** The proposed price has been allocated by tasks to determine the total budget. Ascent may reallocate budget among tasks, as needed, as long as the total budget is not exceeded.
6. **Coordination Meetings, Conference Calls, Public Meetings.** A total number of proposed meetings and conference calls is specified. If the number of meetings or conference calls or the required level of effort exceeds this total, a budget augment would be warranted. Ascent will advise Nevada County, if this circumstance arises.
7. **Public Notices:** Nevada County will be responsible for the cost of newspaper publication of notices. These costs are not included in the proposed price.
8. **Administrative Costs:** An administrative cost of 5 percent will be applied to subcontractor costs for purposes of subcontract execution and management, invoicing, and payment processing.
9. **Billing rates:** The enclosed billing rates apply to all agreements executed during the calendar year. After the current calendar year, contract amendments will be subject to the updated billing rates in effect at the time of amendment execution, unless contract provisions exclude billing rate updates.

10. **Changes to the Description of the Project or Alternatives.** After the descriptions of the project and alternatives are approved by the Nevada County for use in the environmental document, it is assumed they will not change during the course of analysis and document preparation. If changes are necessary, amendment of the budget will be warranted to the extent that already completed analysis and document preparation need to be revised or redone.
11. **Changes in the Scope of Analysis.** The proposed price assumes that no new technical issues, alternatives, field surveys, modeling, or topical areas of research or analysis will be identified through the scoping process or by other affected agencies after contract execution.
12. **Site Access.** Permission to access Lake Van Norden project area will be provided prior to the commencement of work.
13. **Document Review Cycles.** Review cycles for preliminary versions of the deliverables are specified in the enclosed scope of work. Additional review cycles or additional versions of administrative or other drafts, if desired, can be provided with a budget augment.
14. **Consolidated Comments.** The Nevada County will provide Ascent with one set of consolidated, non-conflicting comments on preliminary draft deliverables that are submitted for review to facilitate the overall schedule and promote efficiency.
15. **Responses to Public Comments.** The scope of work and budget include an estimate of responding to comments on the Draft EIR based on current information on the project. If the number or complexity of comments requires a level of effort above this estimate, Ascent and the Nevada County will coordinate about a course of action and need for a budget augment.
16. **References Cited in the Deliverables.** Ascent will maintain electronic copies of reference documents or portions of documents cited and will make the electronic files available during public review. Ascent will submit electronic copies of references to the Nevada County for project files upon completion of the authorized work.
17. **Reproduction Costs.** A proposed budget for reproduction of public documents is included in the price, based on assumptions regarding the number of copies, document length, and extent of color graphics. If the number of copies increases or the document length and color content substantially exceeds assumptions, a budget augment will be warranted.
18. **Litigation Support.** Ascent is available to assist in the lead agency's response to a lawsuit, subject to an amendment to the contract and budget. Except for electronic files of cited references, which will be provided as described above, assembly of an administrative record or project record, whether needed for litigation or other purposes, is not included in the budget, but can be provided with a budget augment.

EXHIBIT "B"

Schedule of Compensation

1. The County will pay Contractor a maximum of Two Hundred Sixty-three Thousand Four Hundred Ninety Dollars (\$263,490.00) for the rendition of services as required under this Agreement.
2. Said amount shall be paid according to the following schedule:
 - a) An amount of \$130,420 shall be paid upon the acceptance of the Draft Initial Study to the County in a timely fashion;
 - b) Should a Mitigated Negative Declaration be required for the project, an amount of \$25,665 shall be paid upon the first occurrence of any of the following events:
 - i) If the Project is approved and no challenge to the adequacy of the adopted Mitigated Negative Declaration is filed, expiration of 30 days after filing of a Notice of Determination, or 181 days after the decision to approve if no Notice of Determination is filed.
 - ii) If the Project is denied after Mitigated Negative Declaration adoption and no appeal is filed, expiration of 15 days after the final decision to deny.
 - iii) If no final decision is made on the project and no challenge to the adequacy of the adopted Mitigated Negative Declaration is filed, expiration of 120 days after adoption of the Mitigated Negative Declaration by the lead agency of the County with jurisdiction over the Project.
 - iv) If the Mitigated Negative Declaration is not adopted within 90 days after the second Board of Supervisors meeting due to no fault of Contractor.
 - v) If Applicant withdraws the Project.

If timely challenge is made to the adopted Mitigated Negative Declaration, \$15,609 (10% of total budget amount) shall be withheld and may be applied as necessary to reimburse the County for any expenses incurred to correct negligent errors or omissions for which the Contractor is liable under paragraph 11. After reimbursement of the County for any and all expenses, and after the Mitigated Negative Declaration is brought into compliance with the court order, any remaining balance of the \$15,609 shall be paid to the Contractor.

In the event Contractor's ability to progress on completion of any milestone is delayed due to no fault of Contractor for longer than ninety days, County shall release payment, according to the Schedule of Compensation above, on a percentage completed basis up to the total of the delayed milestone, after Contractor has submitted a proper invoice showing amounts and percentage of work completed to the point of delay.

- c) Should an Environmental Impact Report (EIR) be required for the project an amount of \$41,735 shall be paid on submittal of the Admin Draft EIR;
- d) An amount of \$28,315 shall be paid upon the acceptance of the Draft EIR by the Planning Director for public distribution and review;
- e) An amount of \$35,150 shall be paid upon submission of the Final EIR;

- f) An amount of \$27,870 shall be paid upon the first occurrence of any of the following events:
- i) If the Project is approved and no challenge to the adequacy of the certified EIR is filed, expiration of 30 days after filing of a Notice of Determination, or 181 days after the decision to approve if no Notice of Determination is filed.
 - ii) If the Project is denied after EIR certification and no appeal is filed, expiration of 15 days after the final decision to deny.
 - iii) If no final decision is made on the project and no challenge to the adequacy of the certified EIR is filed, expiration of 120 days after certification of the Final EIR by the lead agency of the County with jurisdiction over the Project.
 - iv) If the EIR is not certified within 90 days after the second Board of Supervisors meeting due to no fault of Contractor.
 - v) If Applicant withdraws the Project.

If timely challenge is made to the certified Final EIR, said \$27,870 shall be withheld and may be applied as necessary to reimburse the County for any expenses incurred to correct negligent errors or omissions for which the Contractor is liable under paragraph 11. After reimbursement of the County for any and all expenses, and after the EIR is brought into compliance with the court order, any remaining balance \$27,870 shall be paid to the Contractor.

In the event Contractor's ability to progress on completion of any milestone is delayed due to no fault of Contractor for longer than ninety days, County shall release payment, according to the Schedule of Compensation above, on a percentage completed basis up to the total of the delayed milestone, after Contractor has submitted a proper invoice showing amounts and percentage of work completed to the point of delay.

3. This Contract does not terminate before the either of events 2.b or 2.f above, have occurred, unless terminated earlier as provided for in the agreement.