RESOLUTION - ACTION REQUESTED 2015-425

MEETING: September 1, 2015

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Amended Agreement and Contract for Tenaya Cabins Project EIR

RECOMMENDATION AND JUSTIFICATION:

Approve an Amended Agreement to Pay for Services with Delaware North; Approve an amended Contract for Services with Ascent Environmental, Inc. for Preparation of an Environmental Impact Report for the Tenaya Explorer Cabins Project; Authorize the Board of Supervisors Chair to Sign the Amended Agreement and Amended Contract.

Mariposa Planning requests the Board:

1. Approve an amended agreement to pay for services with Delaware North (DN), formerly Delaware North Parks and Resorts Tenaya, to reflect increased costs associated with groundwater study addition for the Tenaya Cabins Environmental Impact Report (EIR) and authorize the Board of Supervisors Chair to sign the Agreement; and

2. Approve an amended contract with Ascent Environmental, Inc to include the groundwater study scope of work, schedule adjustment and fee increase and authorize the Board of Supervisors Chair to sign the amended contract for the preparation of an Environmental Impact Report (EIR) for the proposed project “Tenaya Cabins”, SPZA 2014-163, CUP 2014-164, and LDA 2014-165.

The amended agreement and contract replaces and supersedes the agreement and contract made on June 23, 2015.

The project proposes up to 54 cabin units, a multi-function clubhouse, outdoor entertainment and seating areas, 88 parking spaces to serve the project and a land division for a separate one-half acre residential parcel. The proposed project requires a Specific Plan Land Use Amendment, Land Division and Conditional Use Permit. An EIR is being prepared for the project. The proposed project site is a 26.89 acre parcel (APN 010-350-008) located at 1152 Highway 41, Fish Camp CA. The site is governed by the Fish Camp Specific Plan.

The existing Ascent contract included TODD Groundwater as a part of the Ascent EIR team with the scope of work limited to a review of an applicant submitted groundwater study required for the project. The applicant experienced some time constraints for hiring a firm to conduct the required groundwater study. Rather than submitting the groundwater study for review, an amendment to the Ascent EIR contract for a full
groundwater study by TODD Groundwater was proposed. The applicant, County and Ascent agreed this is an appropriate method to completing the required groundwater study for the EIR.

The proposed TODD Groundwater scope of work was reviewed by County outside legal counsel, County Environmental Health Department, Ascent and Planning staff. The scope of work for the groundwater study was found to be appropriate. Due to the scope of work change, the EIR schedule is extended from June 2016 to September 2016 and the costs are increased. The contract with Ascent is extended to January 2017 to ensure that any close out work can be done by Ascent, once the EIR is completed.

A separate budget unit exists for the Tenaya Cabins project in order to track revenue and expenditures for this project separately. The recently approved FY 2015-2016 Planning Department budget included the increased revenue and appropriations for these contract amendments (increased during budget hearings).

The Amended Agreement to Pay for Services is needed to ensure that adequate finances will be available to the County to pay the consultant and staff costs necessary for the processing of this project.

Please see the attached Memorandum for additional information.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved Resolution 2015-300 on June 23, 2015 for a contract for services with Ascent for the preparation of the EIR and a payment for services agreement with Delaware North for the Tenaya Cabins project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No alternatives are identified. The County must process submitted applications and the amendments are to include a required groundwater study scope of work.

Negative action would result in project processing delays and inability of County to timely process the application in accordance with CEQA and the State Permit Streamlining law.

FINANCIAL IMPACT:
Revenue and appropriations associated with the Amended Agreement and Amended Contract were approved by the Board of Supervisors for inclusion in the FY 2015-16 Budget during the recent Final Budget Hearings.

ATTACHMENTS:
Memo BOS DN Tenaya Cabins EIR Contract Amend  (DOCX)
Attachment A- Amended Ascent Contract TC EIR (PDF)
Attachment B TODD Groundwater Proposal (PDF)
Attachment C- Amended Payment for Services Agreement DN TC EIR  (PDF)
CAO RECOMMENDATION
Requested Action Recommended

Mary Hosson, CAO 8/27/2015

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
FIRST AMENDED CONTRACT FOR SERVICES

This 1st Amended Contract made this 1st day of September, 2015 between:

COUNTY: Mariposa County
P.O. Box 784
Mariposa, CA 95338

and

CONTRACTOR: Ascent Environmental, Inc.
455 Capital Mall, Suite 300
Sacramento, CA 95814

This 1st Amended Contract replaces and supersedes the contract made on the 23rd day of July 2015.

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on June 23, 2015 and shall terminate on January 1, 2017, unless terminated in accordance with the provisions of Article 7 of this Contract.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the expressed intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

2.02 Contractor Qualifications: Contractor warrants that Contractor has the necessary experience and technical skills to provide services under this Contract.

2.03 Contract Management: Contractor shall report to the Planning Department (Department Head) who will review the activities and performance of the Contractor and administer this Contract.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor agrees to furnish the following services:
Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with County and the results of the work shall be monitored by Sarah Williams, Planning Director or her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of $298,811.00. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[ ] Total sum to be paid upon completion of services.

or

[ X ] Incremental payments based on the attached schedule:
4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County.

4.03 Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and
agrees to the provisions of this Section and that it is a material element of consideration.

5.03 General Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.03 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.05 Workers’ Compensation: During the term of this Contract Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

5.06 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.07 State and Federal Taxes: As Contractor is not County’s employee; Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

c. County will not withhold state or federal income tax from payment to Contractor;

d. County will not make disability insurance contributions on behalf of Contractor;

e. County will not obtain workers’ compensation insurance on behalf of Contractor.

5.08 Records: It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.09 Contractor’s Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.10 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

ARTICLE 6. OBLigATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and to provide access to all documents as permitted by law necessary to the performance of Contractor’s duties under this Contract.
6.02 **Assignment:** Neither this Contract nor any duties or obligations under this Contract may be assigned by County without the prior written consent of Contractor.

**ARTICLE 7. TERMINATION OF CONTRACT**

7.01 **Termination on Occurrence of Stated Events:** This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 **Termination by County for Default of Contractor:** Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

7.03 **Termination for Convenience of County:** County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 **Termination of Funding:** The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Contract are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Contract and all obligations of County arising from this Contract shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

**ARTICLE 8. GENERAL PROVISIONS**

8.01 **Notices:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated
as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representatives, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Contract is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney’s Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney’s fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mariposa.
Executed in Mariposa, California, on the date and year first above written.

CONTRACTOR:
Ascent Environmental, Inc.
455 Capital Mall, Suite 300
Sacramento, CA 95814

By: [Signature] 8/21/15
   (signature) (date)
   Gary Jakobs
   (printed name)

COUNTY:
County of Mariposa
PO Box 784
Mariposa, CA 95338

By: Merlin Jones 9/1/15
   Merlin Jones, Chair
   Mariposa County Board of Supervisors

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Last Revised 1/6/10
1 SCOPE OF WORK

Delaware North (DN), the owner of the Tenaya Lodge, proposes to develop an upscale cabin/lodging development, the “Explorer Cabins at Tenaya”, in the unincorporated community of Fish Camp, Mariposa County, on private property located immediately north of the lodge, between Highway 41 and Big Creek. The 26.89 acre site (APN 010-350-008) is zoned for single family residential on one acre minimum lots but is currently undeveloped forested land. The site includes a one-acre pond at the northern end, Big Creek on the eastern side, and meadow along the southern portion of the site. The project would require rezoning the parcel to Resort Commercial or Resort Commercial – PUD and would involve an amendment to the Fish Camp Town Planning Area Specific Plan, Land Division, and a Conditional Use Permit. A condition of the proposed project negotiations would be dedication of a 0.5-acre parcel to the land owner for residential use. This parcel would be re-zoned from 1-acre residential to 0.5-acre residential per Mariposa County requirements.

The Tenaya Lodge is an upscale destination hotel. The Explorer Cabins at Tenaya development is intended to provide a more natural experience, within an upscale setting. It would include 54 pre-fabricated cabin structures set on concrete pier footings or concrete slab-on-grade foundations. Each cabin would be approximately 675 square feet (sf) and would be connected to sanitary sewer (with treatment at the lodge treatment plant), potable water, electricity, telephone, data, and cable television services. These utilities would be placed underground within the limits of the paved access roads whenever possible and would comply with separation standards set by the State of California and the Mariposa County Health Department. A multi-purpose clubhouse building would be constructed adjacent to Big Creek for registration, administration, recreation, and special events. Outdoor events may be held with amplified sound (up until 10:30PM). Access to the site would be provided from an existing dirt driveway from Highway 41; the access road would be widened and paved to provide a two-lane entrance configured to meet Caltrans requirements. A Caltrans encroachment permit would be required. Onsite roads would be designed in compliance with Mariposa County and Fire Department standards and 88 parking stalls would be provided (1.5 spaces per cabin and 7 spaces for the club house). The proposed site plan considered existing topography and minimization of impacts to existing natural features such as trees, rock formations, and wetlands. The design also maximized the distance between the cabins and Highway 41 to allow for visual and noise screening.

APPROACH

Ascent staff is familiar both with this type of development and with expansion of a resort through our experience on the Squaw Valley Village Specific Plan (expansion of the Squaw Valley ski resort village), a KOA Kampground with cabins, and our work on numerous campground projects (including developing fire safety programs). The enclosed scope of work describes the anticipated activities to be conducted by Ascent to prepare a project-level EIR for buildout of the proposed Explorer Cabins Project. Based on the available background information and studies, our experience with similar resort recreation projects, and knowledge of the project area, we have identified the following key environmental issues:

► CEQA Adequacy—Although not an environmental issue itself, Ascent will focus on meeting the overall requirements of CEQA in its work. Ascent prides itself on preparing EIRs on controversial projects and that withstand legal challenge. Ascent staff, while employed at a prior firm, demonstrated this to Mariposa County on the Camp Wawona project. Gary Jakobs, the principal-in-charge of this project,
has nearly 35 years of experience preparing EIRs on 100's of projects, 15 of which have been legally challenged by project opponents, none successfully. This record is borne from a focus on understanding CEQA and its Guidelines, closely following case law, and tracking new and proposed legislation that affects CEQA. Gary is the curriculum director for the Association of Environmental Professionals' annual Advanced CEQA Workshop, a program that educates hundreds of CEQA practitioners throughout the state on emerging issues and overall CEQA practice.

- **Water Supply** – Water supply for the project is proposed to come from either the existing Fish Camp or Tenaya Lodge water systems, both of which rely on local groundwater from fractured hardrock wells as the sole source of supply. The evaluation of water supply will involve estimating water demands associated with the project, assessing the means through which the project will be supplied by one or both of the existing systems, and identifying potential effects of supplying project demands. Potential effects include decreased supply availability to the remaining water systems and reduced reliability, decreased groundwater elevations with impacts to other local water supply wells or impacts to surface water bodies.

- **Utility Connections and Wastewater Treatment Capacity** – It will be important to define and analyze all areas of ground disturbance related to offsite utility connections in the EIR. We will also validate that the approved Tenaya wastewater treatment plant (WWTP), which is approved and planned for construction prior to the Explorer Cabins, would have sufficient capacity to meet the project's wastewater treatment demand. The EIR will incorporate by reference the CEQA document that addressed development of the Tenaya WWTP, while summarizing and disclosing the potential environmental effects of this associated infrastructure.

- **Transportation** – Highway 41 in the project area is a key access route to Yosemite National Park with many s-curves and existing and proposed driveways in the vicinity of Fish Camp. The EIR will disclose and analyze the safety of the project's ingress/egress to address Caltrans requirements, such as line of sight. The EIR will also look at the project-related trip generation under existing and cumulative conditions, considering future trips from potential development, such as the approved Silver Tip Project.

- **Hydrology, Water Quality, and Biological Resources** – The project would introduce development on an undeveloped site adjacent to Big Creek, within the Merced River Watershed. Changes to the drainage and hydrology of the site will be analyzed for their potential impacts to water quality, during both project construction and operation. In addition, the EIR will carefully consider impacts to terrestrial and aquatic biological resources, including sensitive habitats, special status species, wildlife corridors, and the potential spread of noxious weeds.

- **Cultural Resources** – The American Indian Council of Mariposa County, Southern Sierra Miwuk Nation, has expressed concern about the project and has requested consultation regarding the project. In addition, Assembly Bill 52, which will be effective July 1, 2015, requires the County, as the CEQA lead agency, to offer Native American tribes with an interest in tribal cultural resources in their jurisdiction an opportunity to consult on the CEQA document SB 18 already requires similar consultation as part of any general plan amendment. Therefore, Ascent will ensure that there is specific Native American outreach to solicit their input throughout the environmental review process.

- **Potential Public Controversy** – Ascent will work closely with the County to disseminate information on the project and on opportunities for public input to keep the community well informed on the project’s environmental review. Ascent will prepare for and participate in a scoping meeting for the EIR as well as
two public information meetings at the Fish Camp Planning Advisory Council. We will attend all meetings identified in the contract, including public hearings on the EIR and project. We will be available to address issues raised at the approval hearing. We are also available for more extensive public outreach, if requested, including meetings with the Southern Sierra Miwuk Nation. In support of the County’s administrative record for the project, Ascent will compile an electronic copy of all cited literature, studies, personal communications, and reference materials used in the preparation of the EIR.

SCOPE OF WORK

The following scope of work has been prepared based our experience with similar resort recreation projects, knowledge of the project area, and on the understanding that DN has or will be submitting the following technical studies in support of the project application and associated environmental review:

- Biological Resources/Wetlands/Forestry (HT Harvey & Associates) The Draft Report is available. A Final Report will be completed in the spring of 2015.
- Cultural Resources (First Carbon Solutions). The Draft Report is available.
- Transportation Study (VRPA Technologies)
- Noise Study (Brown Buntin Associates)
- Air Quality and Greenhouse Gas (GHG) Emissions Study
- Preliminary Designs and Basic Renderings of Structures
- Geology and Soils – Preliminary Grading Plan
- Wastewater Study
- Flood Study
- Fire Life Safety Study

Ascent will peer review these technical reports and utilize them for preparation of the EIR. If deficiencies are identified in our initial technical review, a memo will be prepared highlighting issues and suggested fixes so the reports are fully useful for the substantiation of environmental impact conclusions in the EIR. Alternatively, the Ascent project team can supplement information in these studies, if needed.

As the EIR progresses, the team will coordinate with the County and applicant team, using County protocols. Importantly, when significant impacts and mitigation are identified, it is suggested that Ascent work with the team to determine if programs can be developed to mitigate the impacts within the project design, or if the impacts would instead be identified as significant in the EIR, and then all feasible mitigation measures imposed.

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

Ascent will review, objectively evaluate, and report on the applicant-provided project materials and technical studies listed above. Ascent staff are deeply experienced at reviewing technical studies for completeness, and have technical staff expert in biological resources, noise, air quality, soils, water supply, wastewater, and overall
environmental planning. We will review each technical report to ensure appropriate methods are used in the analysis, assumptions are consistent with the project description, cumulative analyses are provided where relevant, and that the reports are sufficient for the identification of impacts and mitigation. More detail is provided for each technical area in the scope below.

If concerns are identified, Ascent will document issues and suggested fixes in a memo to the County. The County, along with the applicant, can determine the best means by which to addressed identified concerns, including use of the applicant’s consulting team or utilizing Ascent (subject to a scope adjustment) if corrections are needed.

The Ascent management team (Gary Jakobs, project director, and Suzanne Enslow, project manager) will attend a kick-off meeting with the County and applicant that may address various topics such as points of contact, communication protocols, schedule, transfers of data/reports, and suitability of available data. Ascent will also complete a site visit in combination with the kick-off meeting to further familiarize ourselves with the project site.

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<th>DELIVERABLES/MEETINGS</th>
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<tr>
<td>Comments, as appropriate, on technical reports (electronic file sent via email)</td>
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<tr>
<td>Attendance at kick-off meeting at the County offices, project site, or similar location</td>
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<tr>
<td>Agenda outlining the issues for discussion at kick-off meeting</td>
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<td>Memo documenting the results of the meeting and the specific direction and approach for topics discussed</td>
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**TASK 2 SCOPING MEETING**

The County published a Notice of Preparation (NOP) February 11, 2015 for a 30-day scoping comment period. However, a new NOP will be prepared and circulated to reflect any changes to the proposed project as well as to announce the date, time, and location of a scoping meeting. The scoping meeting will be conducted in the vicinity of the project site (facility to be arranged by County or applicant) and will be attended by the Ascent management team. Ascent will assist with preparation of a PowerPoint presentation 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. Ascent will also identify if issues raised in scoping comments (including comments on the NOP) require an adjustment to the scope of work.

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<td>Attendance at scoping meeting (collect and record comments received)</td>
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<tr>
<td>Scoping summary report (electronic file sent via email)</td>
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**TASK 3 PROJECT DESCRIPTION**

One of the most important elements of the EIR is the project description, as it forms the basis of analysis of impacts in the EIR. Ascent will prepare, based on applicant plans and documents, a detailed project description for review by the County and applicant. The Project Description will include exhibits, as necessary, to illustrate project location and proposed project plans. Based on County and applicant comments, Ascent will revise the project description for inclusion in the EIR.
TASK 4 ADMINISTRATIVE DRAFT EIR

Ascent will prepare a full-scope administrative Draft EIR for submittal to the County. For those resources that would not be impacted by the project, the EIR will describe why no impact would occur and disclose that the issue is not discussed further in the EIR. Resource categories that are anticipated to be scoped out include agricultural resources, mineral resources, paleontological resources, population and housing, law enforcement, and schools.

The EIR will meet all CEQA requirements and is anticipated to focus on the following resource categories. Each environmental resource section 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. References will be provided as necessary to the supporting technical studies, which will be included as appendices to the EIR.

Land Use
The existing "character" of the project site and will be described, and existing onsite and surrounding land use and zoning designations will be mapped and described in associated text. The general consistency of the project with applicable plans (e.g., Fish Camp Town Area Plan, Mariposa County General Plan) will be described, although a detailed policy analysis is not proposed (this is typically provided as part of the staff review of general plan consistency) Ascent can provide this as a scope adjustment if desired, but is not required by CEQA. The EIR will focus on whether the project will divide an existing community or would be inconsistent with policies adopted for the purposes of avoiding or reducing significant environmental impacts, as required by CEQA.

Forestry Resources
This section will describe forestry resources (defined by Public Resources Code section 12220(g)), timberland (PRC Section 4526), or zoned Timberland (GC Section 51104(g)) that would be affected by the project. It is assumed that if a detailed forestry study, tree counts, and/or timber harvest plan will be needed for the EIR, these will be provided by the project applicant.

Terrestrial and Aquatic Biological Resources
Because the project is adjacent to Big Creek and will rely on the local aquifer for water supply (which could affect creek water levels), the biological resources analysis will include analysis of both terrestrial and aquatic resources. A detailed biological resources study was prepared by HT Harvey (HTH), and the County has requested that applicant has HTH supplement this study with spring surveys. An Ascent biologist will conduct a reconnaissance survey (1/2 day) to verify findings. Based on information obtained through the HTH studies and the reconnaissance survey, the environmental setting will describe common and sensitive vegetation, wildlife, and aquatic resources known or with potential to occur on the project site. Issues that will be addressed include special-status species, sensitive habitats (e.g., wetlands or riparian), wildlife corridors, and the potential for the spread of noxious weeds. Exhibits will be
utilized to show the location and extent of potential sensitive biological resources in the project area. Proposed project elements intended to protect and/or restore habitat will be considered in the impact analysis.

**Cultural Resources**

Ascent will review the cultural resources report prepared by First Carbon Solutions for consistency with reporting requirements and to determine if resources would be affected. Ascent will prepare a cultural resources section in accordance with CEQA Guidelines that 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. Impacts will be identified and mitigation measures provided, consistent with CEQA Guidelines Section 15064.5. If the County desires (not required because of timing) Ascent will prepare the EIR such that it complies with Assembly Bill 52, effective July 1, 2015, which requires that Native American tribes with an interest in tribal cultural resources in the County have an opportunity to consult on the CEQA document. We feel this is important, given NOP comments. Further, the County will already need to initiate consultation through SB 18 requirements, because the project includes a general plan amendment. Ascent will coordinate with the County on this. It may be desirable to hold a tribal council meeting at the site, as listed in the Task 8 meetings, below. Ascent will attend the meeting and document concerns.

**Transportation and Traffic**

Ascent will review the applicant-prepared traffic study and will complete the transportation and circulation analysis for the EIR. It is assumed the traffic study will be complete for use in the EIR. Vehicular access to the site will be from Highway 41 at the same location as the existing entrance to the site. The entrance will need to be configured to meet Caltrans requirements for acceleration and deceleration distances and turning lane requirements, and an encroachment permit will be required. In addition to the safety of the site access, cumulative traffic and roadway hazards will be a key concern due to existing roadways and proposed driveways on Highway 41 in the project vicinity, as well as cumulative projects such as the approved Silver Tip development in Fish Camp. The transportation section 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.

**Air Quality**

The air quality analysis will be prepared based on the air quality analysis provided by the applicant, as verified by Ascent. The EIR will discuss the applicable local, state, and federal air quality regulatory framework, including that specific to Mariposa County and defined by the Mariposa County Air Pollution Control District (MCAPCD). Regional air quality and local air quality, including attainment status for all criteria pollutants in the Mountain Counties Air Basin will be described. The local topographic effects on pollutant dispersal will be discussed. Sensitive receptors will be identified within 0.5 mile of the project site. Ascent will utilize emissions data from the applicant-prepared air quality study, including mobile- and stationary-source short-term construction-related emissions and long-term operational emissions. Estimated levels of ozone precursors and particulate matter will be compared to MCAPCD's recommended mass emission thresholds. The potential exposure of sensitive receptors to toxic air contaminants (TAC) and odor sources (none expected; may be scoped out) 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.

Cumulative air quality impacts, along with proposed project contributions to those impacts, will be discussed and identified based on the applicant studies. Because the proposed project is not anticipated to include construction of major stationary sources of emissions, dispersion modeling of stationary source emissions is not anticipated to be required and is not included in this scope.

GHG Emissions and Climate Change
The GHG analysis will be prepared based on the GHG analysis provided by the applicant, as verified by Ascent. This work will need to be consistent with the recommendations of MCAPCD. The analysis will include a brief discussion on the current state of the science (e.g., Intergovernmental Panel on Climate Change’s [IPCC] Fourth Assessment Report) along with applicable regulatory framework and relevant guidance (e.g., Assembly Bill [AB] 32). Based on data provided in the applicant-prepared air quality study, project-generated construction and operational-related GHG emissions will be quantified and discussed. The analysis will evaluate the project in terms of its consistency with California’s GHG reduction goals, recommendations contained in the AB 32 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 GHG potentially emitted during operation of the proposed project. This section will include a quantitative estimate of operational carbon dioxide emissions from both stationary and mobile sources and a qualitative discussion of effects from proposed tree removal for project construction and subsequent defensible space requirements. The analysis will also include a qualitative discussion about potential adverse impacts to the proposed project from adaptation to climate change, including effects associated with increased risk of flooding associated with changes to precipitation patterns and increased wildfire risk.

Noise
The noise analysis in the EIR will be based on the applicant-prepared noise study, as verified by Ascent. The existing ambient noise environment on and near the project site will be described, including existing sensitive receptors (e.g., nearby Tenaya Lodge or residences), existing noise sources (e.g., Highway 41), ambient noise levels, and natural factors that relate to noise attenuation. The EIR will describe potential short-term construction-related noise (e.g., use of heavy-duty equipment for construction activities) and long-term operational noise (e.g., vehicle activity, events at the clubhouse. The applicant proposes that outdoor events with amplified sound up until 10:30 pm. The degree to which this will affect nearby sensitive land uses will be documented. The significance of short-term and long-term noise impacts will be determined based on comparison to applicable regulations.

Geology, Soils, and Seismicity
This section will describe the potential adverse environmental effects related to soils and geology. Existing site conditions will be described based on the applicant-prepared geotechnical or grading studies, as verified by Ascent. 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.
Hydrology and Water Quality

This section will evaluate potential changes in hydrology and water quality associated with the project. It is assumed that information provided by the project applicant will include preliminary plans, drainage reports, and all calculations to support the identification and evaluation of project effects. The information required includes background information for pre- and post-project watershed and hydrologic conditions such as drainage topography, drainage tributary areas, soils information, impervious coverage, design precipitation data, flow routing, groundwater levels, and water management practices. Hydrologic models, calculations, and other information provided by the applicant will be reviewed to determine potential hydrologic effects on runoff peak flows, durations, and volumes.

A description of existing water quality conditions will be prepared based on information provided by the project applicant and a site reconnaissance. 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.

Public Services and Utilities

The project would be furnished with sanitary sewer, potable water, electricity, telephone, data, and cable television services. Underground utilities would be installed within the limits of the paved access roads whenever possible and would comply with separation standards set by the State of California and the Mariposa County Health Department. The applicant is expected to provide studies analyzing the provision of utilities to the project, including potable water supply and wastewater conveyance and treatment. It is assumed that copies of all reports/assessments and comments and/or “will serve” letters from utility agencies will be provided to Ascent for preparation of the EIR. The Utilities section will analyze potential demand for utilities, available supply, and need for expanded physical infrastructure.

- Water — Todd Groundwater, a firm strictly focused on groundwater analyses, will assist Ascent in the evaluation of the sufficiency of water supply and related impacts. Water supply for the project is proposed to come from either the existing Fish Camp or Tenaya Lodge water systems, both of which rely on local groundwater from fractured hardrock wells as the sole source of supply. The County has asked for evaluation of the ability of these existing systems to supply the project.

No universally accepted methodology exists for establishing the quantity of water that can be reliably extracted from a well on a long term basis. This is especially true for fractured bedrock groundwater conditions, where variable fracture densities and connections often results in significant changes in water supply availability as a result of seasonal and long-term hydrologic deviation. As a result, the sufficiency of a given supply to meet demand has often been left up to the professional opinion of a hydrogeologist, geologist, or engineer. However, the State Department of Water Resources Department of Drinking Water (SWRCB-DDW, formerly California Department of Public Health, CDPH) recently established a source capacity evaluation requirement for public water systems that includes detailed procedures and criteria for fractured bedrock wells. The SWRCB-DDW source capacity evaluation requires either:

1. Submittal of a report with proposed well capacities for SWRCB-DDW approval that is based on well tests and the evaluation and management of the aquifer from which the well draws water. The report must be authored and signed by a certified hydrogeologist, or a geologist or engineer with sufficient experience.
2. Completion of a 3 day or 10 day well capacity test during the months of August, September, or October. The well capacity is then determined to be 25 percent of the rate from a 3 day test or 50 percent of the rate from a 10 day test.

The existing Tenaya Lodge water system predates the current SWRCB-DDW well capacity demonstration requirements. However, the SWRCB-DDW has indicated that demonstration of well capacity will be required for a permit amendment, in accordance with the California Code of Regulations Related to Drinking Water. As a result, the water supply sufficiency evaluation for the EIR should be developed to meet the SWRCB-DDW standards and assess potential impacts as required by CEQA.

In addition to demonstrating supply capacity, the CEQA analyses for the proposed project should assess potential impacts to other wells in the area. In fractured bedrock groundwater environments, it is possible for a well to have an effect on groundwater elevations in other wells, even distant wells. Conversely, it is possible for wells that are near to each other to have no respective effect. The effect of wells in fractured bedrock environments is completely dependent on how connected the fractures in the wells are to each other. There is no means of mapping all the subsurface fractures in a bedrock groundwater system; accordingly, the only way to evaluate the effects that wells have on each other is to monitor groundwater elevations during testing. Therefore, monitoring of wells near the Tenaya Lodge water system wells should be included in the testing program.

This Groundwater Supply Study scope of work is designed to address the combined goals of capacity and impacts assessment. This scope includes a well testing program to evaluate the actual water production capacity and potential impacts of the three existing Tenaya Lodge water system wells. This testing program will include a single 3 day test with continuous pumping of all three Tenaya Lodge wells with monitoring of nearby wells. The results of this testing will be combined with other hydrogeologic analyses to provide estimates of the ability of the existing Tenaya Lodge water system to meet the demands of the proposed project and to identify potential effects of increased pumping on other nearby wells and surface water.

Todd Groundwater prepared the Groundwater Supply Study scope based on information from DN and discussions with the County regarding water supply sufficiency evaluations for other proposed projects in Fish Camp.

DATA COLLECTION

Initial data collection for the groundwater supply study has already been completed. Todd Groundwater requested and received information regarding the existing Tenaya Lodge water system wells from DN. This information has been used in the preparation of this scope of work. Additional data and information that will be requested or collected at project startup include:

- Updated description of the proposed project.
- Updated water demand estimates by month for each element of the proposed project.
- All available historical water use information for the Tenaya Lodge.
- A map or maps showing the locations of the existing Tenaya Lodge wells.
- Locations of and information regarding other active wells within a mile of the existing Tenaya Lodge wells. These data can be requested from the California Department of Water Resources (DWR).
- Current ownership records of existing wells from County Assessor's Parcel Number data.
- Groundwater elevation information from any existing wells in Fish Camp, as available.
► Water quality data from existing wells in and around Fish Cap, as available.
► Well testing information from any existing wells in Fish Camp, as available.
► Pumping records from nearby existing well, as available.
► Streamflow records from Big Creek.
► Local precipitation records.

These data will be collected and compiled into spreadsheets, databases, and Geographic Information Systems (GIS) datasets for use in the planning, testing, and analysis portions of the project.

Meetings: None
Deliverables: None

WELL TESTING PLANNING

Testing of the existing wells needs to be closely coordinated. The existing Tenaya Lodge wells are plumbed into the water supply system, so the pumping test on those wells will need to be coordinated with onsite personnel. This coordination will include identification of well access points for the collection of measurements during testing, location of electrical controls and switches to be bypassed for continuous pump operation, and location and control of discharge of water produced during testing. In addition, testing will need to consider potential implications to wellhead treatment and disinfection so that testing does not result in adverse impacts to the existing potable water supply system.

Testing of the existing Tenaya Lodge wells will also need to be coordinated with other nearby well owners. The ideal well test is completed in a completely controlled setting where any and all existing wells (that could have an impact on the tested well or be impacted by it) are inactive throughout the test. For the purpose of this scope and associated costs, it is assumed that pumps in wells on properties neighboring the Tenaya Lodge can be turned off for the duration of active testing of the Lodge wells. In addition, it is assumed that access to these wells for groundwater elevation monitoring can be coordinated. However, these details will have to be explored with nearby well owners with assistance from the County.

Todd Groundwater will schedule and attend a meeting at the Tenaya Lodge during this task to review the existing water supply system, well access, and testing program. They will also attempt to schedule meetings with nearby well owners at this time. It is assumed that the remainder of the coordination and communication required for this task will be handled remotely through phone calls and email correspondence. However, the team may require some assistance from DN and Tenaya Lodge staff to check and confirm details of the existing system.

Meetings:

One onsite meeting with Tenaya Lodge water supply operations staff, DN project management team, and Todd Groundwater team to plan logistics and details of the well testing program

Deliverables: None

WELL CAPACITY AND IMPACT TESTING

The final details of the well testing will be established in the Well Test Planning. However, a preliminary testing program has been developed for this scope. At a minimum, the preliminary testing program will
include a single 72-hour (3 day) test with all three of the existing Tenaya Lodge wells pumping at maximum pump capacities. This test will include:

- Continuous monitoring of groundwater elevations in the pumping wells throughout the 72-hour pumping period using datalogging transducers placed in each well
- Periodic hand monitoring of groundwater elevations in nearby wells during pumping
- Continuous monitoring of groundwater elevation recovery in all three the Tenaya Lodge wells for a period of up to 72 hours after pumping stops with datalogging transducers
- Periodic hand monitoring of groundwater elevation recovery in nearby wells after pumping is stopped.

This scope and the associated cost estimate have been prepared with the following assumptions regarding well capacity and impact testing:

- The three Tenaya Lodge wells can be pumped continuously for a period of 72 hours without interruption.
- Testing can be scheduled to start on a Monday or Tuesday and finish on Thursday or Friday morning of the same week to avoid conflicts with weekend activities at the Lodge.
- All the demands for water during the test period can be met from the pumping wells and the existing storage tank.
- Water can be discharged from the storage tank throughout the test without any modification to plumbing or drainage away from the tank.
- No other modifications to any, electrical, or water treatment systems will need to be completed prior to testing the wells.
- The existing meters on the Tenaya Lodge wells are in good working order and are accurate.
- The Tenaya Lodge wells can be left inactive for up to 72 hours after the pumping test is stopped, so that recovery can be monitored. This implies that all the demands for water during this 72 hour period can be met from water remaining in the existing storage tank after pumping stops.
- Nearby wells can be turned off for the duration of well testing and recovery period; if wells cannot be turned off and they must be monitored, they will need to be equipped with datalogging transducers for continuous monitoring at a cost of $1,500 per well.

Meetings: None

Deliverables: None

WATER DEMAND ESTIMATION

The current and future land uses for the proposed project and surrounding properties will be used to estimate future water demands. These water demand estimates will be calculated using unit demands for irrigated agriculture, agricultural processing facilities, residential water use, and irrigated landscaping. Future water demand estimation will include evaluation of water supply source for each included location and use type. Irrigated agricultural water demands will be calculated using crop water use and irrigation efficiency estimates for actual irrigated areas wherever possible. These future water demand estimates will be categorized to account for groundwater versus surface water supply sources. The demand estimates will be
used to evaluate the sufficiency of groundwater supply for the proposed project and the potential impacts associated with increased groundwater use within a cumulative impact area.

Todd Groundwater will estimate demands for the current Tenaya Lodge and the proposed project for use in comparing available supply to future demands. The current Tenaya Lodge water demand estimate will comprise all of the water uses at the property as it exists today, including all the indoor, outdoor, pool, hot tub, spa, restaurant, commercial, laundry, and other uses. For the purpose of this scope and associated costs, we assume that historical pumping records for the existing Tenaya Lodge wells will include all of these uses. These historical water use records will be used to calculate monthly average total water demands for the existing Lodge.

Water demand estimates for the proposed project will be calculated using unit demands for all components of the project included in the project description (i.e., indoor cabin use, pool, hot tub, commercial, laundry, food service, etc.). Unit demands for each component of the proposed project will be based on available industry standard values for annual water use. Because the proposed project is a resort facility, it is expected that water use will be a function of occupancy and that the facility will not be occupied to maximum capacity year round. Todd Groundwater will work with DN, the County, and Ascent to develop representative monthly occupancy estimates for the proposed project that will be used to modify the water demand estimates to reflect resort use.

The combined demand estimates will be used to evaluate the sufficiency of groundwater supply for the proposed project and the potential impacts associated with increased groundwater use.

Meetings: None

Deliverables:

- Draft demand estimates for County EIR team and DN review
- Final demand estimates

WATER SUPPLY CAPACITY AND POTENTIAL IMPACT EVALUATION

The evaluation of water supply capacity from the existing Tenaya Lodge wells and the potential impacts related to increased pumping will utilize the information collected in the preceding tasks to assess the following items:

- The tested capacity of the wells
- The historical use of the fractured bedrock at the Tenaya Lodge and more widely in Fish Camp
- Potential impacts to other wells
- Potential impacts to local groundwater elevations
- Potential impacts to surface water bodies, including Big Creek
- Potential water quality concerns for the proposed water supply and any potential water quality impacts resulting from increased pumping

These assessments will utilize standard hydrogeologic techniques, which may include aquifer test analyses, cross sectional analyses, and water balance analysis. The results of the water supply capacity and potential impact evaluations will be communicated to the County and DN in a teleconference for discussion. Any
additional recommended tasks identified by these evaluations will be brought to the attention of the County and DN in a timely manner so that they can be addressed prior to the reporting tasks included below.

Meetings:

One teleconference with County EIR team and DN project team to discuss results of well performance testing and water supply capacity evaluation prior to reporting

WATER SUPPLY AVAILABILITY REPORT PREPARATION

The water supply availability report will document the preceding data collection, testing, and evaluation tasks and present details of the information, analyses, and findings. The report will focus on well capacity and impact assessments, but will also include comparison of available supply to proposed project demands, water quality assessment, and any relevant recommendations for additional work. The report will be formatted to specifically address the following items relevant to the SWRCB-DDW well capacity requirements:

► Geological environment of the wells
► Historical use of the aquifer
► Data from monitoring of other local wells
► Description of water quality considerations from existing nearby potential sources of contamination
► Rationale for the selected well test method and the results
► Well test results and capacity analysis.
► How adjustments were made to the estimated capacity based on drawdown, length of the well test, results of the wells test, discharge options, and seasonal variations and expected use of the well
► Impacts on the quantity and quality of the groundwater

The report will be presented in administrative draft and draft form to the County and Ascent for review and comment prior to finalization. It is assumed that all comments on the administrative draft and draft versions of the report can be communicated via email and teleconferences and that no in-person review meetings will be required.

Meetings:

Three teleconferences with County EIR and DN project teams to review draft reports

Deliverables:

• Administrative Draft Water Supply Availability Report
• Draft Water Supply Availability Report
• Final Water Supply Availability Report

CEQA IMPACTS ASSESSMENT AND Draft EIR SUPPORT

Todd Groundwater will assist Ascent in the preparation of the sufficiency of supply and related impacts for the proposed project in the Draft EIR. They will provide information from the analyses described above to facilitate assessment of other CEQA components, as necessary. Todd Groundwater will attend teleconferences with the County and DN throughout the completion of this scope of work. It is assumed for
budgeting purposes that teleconference will occur once a month on average. In addition, Todd Groundwater will attend the scheduled August 13th EIR site visit and draft relevant portions of the Draft EIR.

Meetings:
- Monthly teleconferences (five) with County EIR and DN project teams
- August 13th onsite meeting with County EIR team, DN project team, and local agencies and tribes

Deliverables:
- Administrative sections of Draft EIR for County EIR team review
- Draft sections of Draft EIR for County and DN team review
- Final sections of Draft EIR

- **Sewer/Wastewater** – Wastewater would be collected with a below-grade piping system and pumped to the new Tenaya Lodge WWTP, located on the southern edge of the Tenaya Lodge property. The new WWTP was the subject of an Initial Study and Mitigated Negative Declaration prepared by Mariposa County. The approved improvements would be constructed prior to construction of the Explorer Cabins. It is assumed that calculations will be provided that demonstrate that the new treatment facilities have capacity to treat and dispose of the additional wastewater generated by the Cabins. Ascent will review the information provided and validate wastewater treatment capacity, demand, and the ability to serve the project.

- **Other Utilities** – Electrical, telephone, data and cable television service would be extended from existing facilities close to the project and would be installed in a joint trench within the proposed access road whenever possible. Ascent will contact purveyors to determine if they have sufficient capacity to serve the project and if not, the needs and potential impacts associated with expanding service and infrastructure. The utilities analysis will discuss potential impacts of utilities construction, including offsite utility pipelines or infrastructure.

- **Energy Conservation** – The EIR will discuss the potential energy 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.

**Fire Protection Services/Hazards and Hazardous Materials**

Ascent will consult with the Mariposa County Fire Department (given the type and size of the project, we expect to scope out police, schools, and parks and recreation) pertaining to their ability to provide adequate service from the Fish Camp (Company 33) station to the project while maintaining sufficient service levels to existing uses. The analysis will focus on the potential for fire hazards, given the outdoor nature of the project and presence of fuel sources, and the potential increased demand that would result from the proposed project. Additionally, Ascent will work with Department representatives on fire protection measures (defensible spaces, restrictions on fire use, onsite water storage, etc.) that need to be incorporated to the project to avoid the potential for increased fire hazards to the community.

The hazards analysis will address the potential for exposure to toxic materials. Ascent will independently conduct a list search for reported hazardous materials occurrences; however, the operation of a resort is not anticipated to result in the transport, use, or storage of hazardous materials. Ascent will review available environmental site assessments and summarize their conclusions.
Aesthetics/Visual Resources
This EIR section will describe the project site’s current appearance from key vantage points, including off-site areas with public access that can view the site, including nearby roads (Highway 41) and residences. Tenaya Lodge, owned by the applicant and used as a transient lodging facility, would likely not be considered a sensitive receptor. Photos from representative locations will be included in the EIR to assist in describing existing conditions. It is recognized that vegetation and topography may screen views of the project from Highway 41; however, it is assumed that the applicant will prepare renderings of the prefabricated cabins and the clubhouse to provide examples of the project’s built aesthetic. Ascent will review the proposed site plan and renderings to ensure they reflect expected results, including the full nature of the developed project. The analysis will describe if and/or how implementation of the proposed project would change the view of the site from key viewpoints. The analysis will also include a discussion of light- and glare-related impacts and a discussion of potential impacts to the existing viewed.

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

► Alternatives – Up to four alternatives, including the No-Project Alternative will be evaluated in the EIR. The (up to) three action alternatives will be determined through consultation with the project applicant and the County, and will be based on reducing environmental impacts. It is expected that one alternative will address alternative access to the site, by using existing access from Tenaya Lodge. If the County desires (subject to a scope adjustment), Ascent can provide this analysis at a sufficient level of detail to allow full analysis of impacts, if there is a potential that this alternative could be selected. Otherwise, the alternatives will be analyzed at a level of detail less than that of the proposed project and will include sufficient detail to allow a comparison of the impacts. Other potential alternatives could include mitigated design and provision of different land use densities. An off-site alternative may or may not be addressed based on availability of other sites (the process of identifying potential sites will be described). If it is determined that an off-site alternative is not feasible, the EIR will include a discussion describing why this conclusion was reached.

► 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 of the Proposed Project – This section will qualitatively evaluate the project’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).

- **Sections required by CEQA** not mentioned above include a table of contents, an introduction, an executive summary, 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. With regard to the executive summary, this section will include a summary table of all impacts and mitigation measures identified in the EIR. An impact comparison table of the alternatives will also be provided in the executive summary. These tables will be prepared at the time the screencheck Draft EIR is submitted to the County.

As part of preparation of the administrative Draft EIR, 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 be provided with the screencheck Draft deliverable described below, and updated as needed at the Public Draft EIR and Final EIR stages.

| DELIVERABLES/MEETINGS | Five (5) 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 5  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 project applicant and the County. The screencheck Draft EIR will be provided in track-changes format so that the County and the applicant can quickly identify how Ascent has responded to comments. 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 15 copies and one electronic copy to the State Clearinghouse along with a Notice of Completion. Ascent will send 50 hard 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 their website.

| DELIVERABLES/MEETINGS | Five (5) copies of the screencheck Draft EIR and Notice of Availability (plus one electronic copy) for County review 50 copies of the Public Draft EIR and Notice of Availability (plus one electronic copy and 25 CDs) for County distribution 15 copies of the Public Draft EIR (plus one electronic copy) to the State Clearinghouse along with a Notice of Completion |

**TASK 6  FINAL EIR AND MITIGATION MONITORING AND REPORTING PROGRAM**

The level of effort required to prepare a Final EIR is directly related to the number and complexity of agency and public comments received on the Draft EIR. It is impossible to accurately predict the comments that may be received; however, for the purposes of this scope of work and price estimate, 80 hours of Ascent staff time has been allocated to preparing initial responses to comments and another 80 hours have been allocated to finalizing the responses to comments and completion of the Final EIR and Mitigation Monitoring and Reporting Program (MMRP).
It is assumed that an updated budget for the Final EIR will be developed following receipt of comments 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 and the applicant 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 Final EIR. Ascent will respond to the County’s comments on the administrative Final and will prepare a screencheck Final EIR. Upon the County’s approval of the screencheck Final EIR, Ascent will prepare the Public Final EIR. A total of 50 hard copies and a web-ready (searchable) pdf file of the Final EIR will be delivered to the County.

A draft MMRP will be provided with the administrative Final EIR. The MMRP will include all mitigation measures in the EIR and will identify timing, responsible party, timing, performance standards, etc. The MMRP will be incorporated into the Final EIR review cycle identified above.

**Todd Groundwater: Groundwater Sufficiency – Draft EIR Comment Review and Final EIR Support**

It is reasonable to expect that water supply sufficiency and related impacts will be scrutinized closely. This task is included to provide scope and costs to cover a reasonably-expected level of support during review of water supply related comments on the Draft EIR and preparation of the Final EIR. The costs associated with this task assume that no new or original data collection, review, or analysis will be required for the Final EIR, but rather that support will be limited to clarification, explanation, and reinforcement of the conclusions in the Draft EIR. It is impossible to accurately predict the comments that may be received; however, for the purposes of this scope and cost estimate, 60 hours of Todd Groundwater staff time has been allocated to preparing responses to comments and providing support for completion of the Final EIR. The costs for this task further assume that Todd Groundwater will attend a single Draft EIR hearing and a single Final EIR hearing. It is assumed that an updated budget for the Final EIR may need to be developed following receipt of comments on the Draft EIR.

It is intended that the scope and costs for Todd Groundwater’s Final EIR support will be approved as part of the overall EIR contract, but held aside for authorization by the County before any Draft EIR comment review or Final EIR support work is undertaken.

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<td>50 copies of the Public Final EIR and MMRP (plus one electronic copy and 25 CDs) to the County for its distribution</td>
</tr>
<tr>
<td>Attendance at one comment review meeting</td>
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**TASK 7 FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS**

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 which mitigation measures have been incorporated into the project and those measures that have not, and will explain why certain measures 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.

<table>
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<th>DELIVERABLES</th>
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<tr>
<td>One (1) electronic copy of the administrative draft Findings and Statement of Overriding Considerations</td>
</tr>
<tr>
<td>Five (5) copies of the final Findings and Statement of Overriding Considerations and one electronic copy</td>
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**TASK 8 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 subconsultant, the County, and the project applicant (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 (Gary Jakobs) and/or project manager (Suzanne Enslow) from Ascent will attend meetings with County staff and participate 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 this 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.

(Todd Groundwater will participate in meetings as described under the Draft EIR Water task and Final EIR task, above.)

<table>
<thead>
<tr>
<th>MEETINGS</th>
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<tbody>
<tr>
<td>Two (2) Fish Camp Advisory Council Meetings</td>
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<tr>
<td>One (1) Tribal Consultation Meeting</td>
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<tr>
<td>One (1) Public Hearing on Draft EIR</td>
</tr>
<tr>
<td>Two (2) Planning Commission Public Hearings on Final EIR and Project</td>
</tr>
<tr>
<td>Two (2) Board of Supervisor's Public Hearings on Final EIR and Project</td>
</tr>
<tr>
<td>12 Monthly Conference Calls on EIR Preparation</td>
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**SCHEDULE**

The proposed management team has an excellent reputation for efficiently managing project budgets and maintaining schedules even under the tightest of deadlines. Ascent will proactively manage the project so that the schedule established at the beginning is maintained to the degree that it is under our control. The following presents our proposed schedule for the Explorer Cabins at Tenaya Lodge Project EIR, and we would be happy to discuss with you how we can best modify this schedule to meet the County’s needs. An asterisk (*) identifies key deliverables/schedule commitments outside of Ascent’s control. The schedule assumes the applicant studies are sufficient for use in the EIR, or that revisions can be made in such a manner that they do not affect our ability to reasonably prepare with EIR in the schedule below.

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<thead>
<tr>
<th>WORK PRODUCT/MILESTONE</th>
<th>ESTIMATED DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receive notice to proceed</td>
<td>June 23, 2015 (complete)</td>
</tr>
<tr>
<td>Conduct project kick-off meeting</td>
<td>June 23, 2015 (complete)</td>
</tr>
<tr>
<td>Receive revised project description materials and technical studies*</td>
<td>December 2016 (initial materials received 6/23/15)</td>
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<tr>
<td>(Plant survey - July/Aug; Migratory Corridor - TBD; Traffic/AQ/GHGs/Noise – July; Groundwater Study – December)</td>
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<tr>
<td>Publish new NOP with announcement of Scoping Meeting</td>
<td>July 17, 2015 (complete)</td>
</tr>
<tr>
<td>Consultation Site Visit with Agencies and Native American Tribes</td>
<td>August 13, 2015 (1:00-3:00pm)</td>
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<tr>
<td>Scoping Meeting (Tenaya Lodge in Fish Camp)</td>
<td>August 13, 2015 (6:00-7:30pm)</td>
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<tr>
<td>30-day Scoping Period ends</td>
<td>August 17, 2015</td>
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<tr>
<td>Ascent receives all NOP comments</td>
<td>August 21, 2015</td>
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<tr>
<td>Submit Administrative Draft EIR</td>
<td>January 14, 2016 (this is based on Groundwater Study completion in early December 2015)</td>
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<tr>
<td>County submits comments on Administrative Draft EIR to Ascent</td>
<td>February 12, 2016</td>
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<tr>
<td>Meeting to discuss comments on Administrative Draft EIR</td>
<td>February 16, 2016</td>
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<tr>
<td>Ascent submits screencheck Draft EIR</td>
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<td>County submits comments on screencheck Draft EIR</td>
<td>March 11, 2016</td>
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<tr>
<td>Ascent submits Public Draft EIR</td>
<td>March 17, 2016</td>
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<tr>
<td>County publishes Public Draft EIR</td>
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<td>45-day public review period ends</td>
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<td>Ascent receives all comments on the Public Draft EIR</td>
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<tr>
<td>Ascent submits screencheck Final EIR</td>
<td>July 22, 2016</td>
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<tr>
<td>County submits comments on screencheck Final EIR</td>
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<tr>
<td>Ascent submits Final EIR</td>
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<td>County distributes Final EIR</td>
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<td>Planning Commission Hearing</td>
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<td>Board of Supervisors Hearing</td>
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# COST ESTIMATE

## PROPOSAL TO PREPARE AN EIR

### EXPLORER CABINS AT TENAYA LODGE PROJECT

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<th>Environ. Task Lead</th>
<th>Natural Res. Task Lead</th>
<th>Ass. PM Planner</th>
<th>Bldg/Cons/Arch</th>
<th>Wildlife Biologist</th>
<th>Funral</th>
<th>Water/WWTP Planner</th>
<th>Air/SHS Noise/Artis. Planner</th>
<th>Native/Arch</th>
<th>Cultural Resource Ass.</th>
<th>GIS Graphics</th>
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<td><strong>TASK 7: Findings and Statement of Overriding Considerations (OPTIONAL)</strong></td>
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<td>CEQA Findings and Statement of Overriding Considerations</td>
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<td>194</td>
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**PRICE PROPOSAL AND ASSUMPTIONS**

The proposed price for the Explorer Cabins at Tenaya Lodge Project EIR is presented in the attached spreadsheet. With the objective of promoting clarity, 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 County. Variations in approach, issues, and deliverables can adjust the contract price. If selected, Ascent is very interested in listening to the County’s needs and willing to revise the scope of work and price to meet the County’s expectations.

- **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.

- **Not to Exceed Firm Fixed Fee:** The price proposal is a firm not-to-exceed fixed price to perform the proposed scope of work. Monthly invoices will be submitted based on percentage of work completed during each billing period.

- **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 County staff of the final proposed deliverable.

- **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 the County about a course of action, if a significant delay occurs.

- **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.

- **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 the County, if this circumstance arises.

- **Public Notices:** The County will be responsible for the cost of newspaper publication of notices. These costs are not included in the proposed price.

- **Administrative Costs:** An administrative cost of 5 percent will be applied to subcontractor costs for purposes of subcontract execution, insurance, invoicing, and payment processing.

- **Billing rates:** The enclosed billing rates apply to all agreements executed during the calendar year. After the current calendar year, any 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.

- **Changes to the Description of the Project or Alternatives:** After the descriptions of the project and alternatives are approved by the 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 and they affect work already completed, amendment of the budget may be warranted to the extent that already completed analysis and document preparation needs to be revised or redone.
Changes in the Scope of Analysis. The proposed price assumes that, except as stated in the scope of work, no new technical issues, alternatives, field surveys, modeling, or topical areas of research or analysis will be identified through the scoping process, review of technical information provided by the applicant, or by other affected agencies after contract execution.

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.

Consolidated Comments. The 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.

Responses to Public Comments. After public review of the draft environmental document, 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. Up to 80 labor hours are assumed for responses to comments, as a reasonable estimate based on a preliminary expectation about the level of public interest. It is Ascent's experience that the budget for responses to comments is tied to the type and complexity of comments, rather than the number of comments. For instance, 30 similar comments could address one issue and warrant one substantive response that requires 10 hours of effort, whereas a single comment could require research, field checking, and a comprehensive response that requires 20 hours to address. Ascent believes in full transparency, and will work with the County to provide a fair budget for responses, once comments are received.

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 County for project files upon completion of the authorized work.

Reproduction Costs. Reproduction costs for the administrative drafts of work products for lead agency review and comment are included in the enclosed price estimate. 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.

Final Environmental Document. The final environmental document will consist of a Responses to Comments volume that includes an introductory chapter; a list of commenters; enumerated comment letters and public hearing comments; and responses to the significant environmental points raised in comments. All text revisions to the draft environmental document will be assembled in a chapter. Modification and/or reproduction of a revised EIR (revised draft EIR) is not included.

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.