

**TAHOE TRANSPORTATION DISTRICT (TTD)**

**Special Meeting – Notice of Agenda and Agenda**

**Tahoe Regional Planning Agency  
128 Market Street  
Stateline, NV 89449**

**May 20, 2011  
11:00 a.m.**

This meeting is being called as a special meeting because it is not occurring on the regularly scheduled second Friday of the month at 9:30 a.m. All items on this agenda are action items unless otherwise noted.

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**I. CALL TO ORDER AND GENERAL MATTERS**

- A.** Roll Call and Determination of Quorum of TTD
- B.** Approval of Agenda for May 20, 2011

**II. PUBLIC INTEREST COMMENTS**

At this time, members of the public shall have the opportunity to directly address the Board. All comments are to be limited to no more than five minutes per person. The Board is prohibited by law from taking immediate action on or discussing issues raised by the public that are not listed on this agenda.

**III. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS**

| <b><u>Item</u></b>  | <b><u>Action Requested</u></b> | <b><u>Page</u></b> |
|---|--------------------------------|--------------------|
| A. Approval of Three Party Contract in Lieu of Cooperative Agreement for the Management of the Preparation of Environmental Documentation for the Tahoe Transportation District's Capital Improvement Projects and the Tahoe Metropolitan Planning Organization's Regional Transportation Plan Update | <b>Approval</b>                | <b>1</b>           |

**IV. ADJOURNMENT**

## **COMPLIANCE WITH PUBLIC NOTICE REQUIREMENTS**

**The following locations will be available for participation by teleconference:**

**Placer County, 3091 County Center Drive, Room 220, Auburn, CA 95603  
Ron McIntyre, 640 Goldfield, Tahoe City, CA 96145**

This notice and agenda has been posted at the TTD office and the following post offices: Stateline, Nevada and Tahoe Valley, California. The notice and agenda has also been posted at the North Tahoe Conference Center in Kings Beach, the Incline Village GID office and the North Tahoe Chamber of Commerce and on the TTD website: [www.tahoetransportation.org](http://www.tahoetransportation.org).

For those individuals with a disability who require a modification or accommodation in order to participate in the public meeting, please contact Judi White at (775) 589-5502.

### **California Open Meeting Law Compliance**

Written notice of this special meeting was delivered to each member of the Board and to each local newspaper of general circulation and radio or television station who has previously requested such notice in writing. Such notice was received at least 24 hours before the time of this special meeting.

Notice of this special meeting was posted at least 24 hours prior to the meeting in a location that is freely accessible to members of the public.

In addition, the Board has caused this agenda and all documents constituting the agenda packet to be mailed to all persons requesting such materials, and such mailing occurred at the time the agenda was posted or upon distribution to all, or a majority of all, of the members of the Board, which occurred first.

### **Nevada Open Meeting Law Compliance**

Written notice of this meeting has been given at least three (3) working days before the meeting by posting a copy of this agenda at the principal office of the Board and at three other separate, prominent places within the jurisdiction of the Board not later than 9 a.m. of the third working day before the meeting.

Written notice of this meeting has been given by providing a copy of this agenda to any person who has requested notice of the meetings of the Board. Such notice was delivered to the postal service used by the Board not later than 9 a.m. of the third working day before the meeting for transmittal to the requester by regular mail, or if feasible for the Board and the requester has agreed to receive the public notice by electronic mail, transmitted to the requester by electronic mail sent not later than 9 a.m. of the third working day before the meeting.

Supporting materials were provided to any person requesting such materials and were made available to the requester at the time the material was provided to the members of the Board or, if provided to the members of the Board at the meeting, were made available to the requester at the meeting.

This agenda has been posted on the TTD website - [www.tahoetransportation.org](http://www.tahoetransportation.org).



## Tahoe Transportation District

### MEMORANDUM

Date: May 17, 2011

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approval of Three Party Contract in Lieu of Cooperative Agreement for the Management of the Preparation of Environmental Documentation for the Tahoe Transportation District's Capital Improvement Projects and the Tahoe Metropolitan Planning Organization's Regional Transportation Plan Update

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#### **Action Requested:**

It is requested the Board approve the three-party contract between Tahoe Metropolitan Planning Organization (TMPO), TTD, and Ascent Environmental, pending final legal review and concurrence.

#### **Background:**

At the April 8, 2011 TTD Board meeting, the Board approved the Task Order for Ascent Environmental to prepare Environmental Documentation for TTD's CIP with a target of a 15-20% reduction from Ascent's original proposed amount of \$4,114,228, without jeopardizing the overall scope of work for the Project. Since the Board meeting, Staff has been diligently negotiating and working with Ascent to reduce the contract amount, while maintaining the scope of work for the project. TTD and TMPO Staff met with Ascent on April 13 to discuss areas of the proposal where reductions could potentially be made. TTD and TMPO staffs were able to clarify aspects of the scope of work that were in question and Ascent was very open to adjustments proposed by TTD and TMPO staff.

Ascent submitted a revised pricing proposal on April 28 based on discussions from the April 13 meeting and follow up discussions with staff via phone conferences. Ascent's revised proposal came in at \$3,510,490, which equates to a 14.67% reduction. Staff has extensively reviewed the revised proposal over the past week and has held additional discussions with Ascent via phone conference recapping the scope of work. Staff has determined that the cost cannot be reduced any further without jeopardizing the scope of work.

As Ascent Environmental is on the District's Board approved list of qualified consultants, a "blanket" contract exists between the District and Ascent, and with approval of the task order in April, a task order reflecting the scope and new cost has been drafted and signed. This procedure satisfies the District's process, but does not address the partnership relationship

AK/jw

AGENDA ITEM: III.A.

between the TMPO and the District in preparing joint documents. Staff discussed the options, which included developing a cooperative agreement. It was determined using a three party contract the TRPA uses for the preparation of joint documents would be the most expedient mechanism to use, reflecting the joint management of the work. The TMPO Executive Director agreed.

Building on the incremental series of steps and approvals Staff and the Board have made with this effort (see the table below), staff requested approval of the standard TRPA/TMPO three party contract to be executed by TMPO, TTD, and Ascent Environmental at the May 13, 2011 TTD Board meeting. Given the previous month's Board approval of a task order, Staff's focus was the three-party contract in lieu of a cooperative agreement however, this item was continued at the request of the Board in order for the Board to have additional time to review the contract in conjunction with the scope of work. The Board agreed to schedule a special meeting on May 20 to decide this item recognizing that time is of the essence.

Prior to the dates mentioned above, there have been numerous other agenda items related to this matter over the last eleven months leading up to this proposed agreement which are as follows:

| <b>Board Date</b> | <b>Agenda Item/Subject</b>  | <b>Action Requested</b>  | <b>Board Action</b>  |
|-------------------|---|--|--|
| July 9, 2010      | Environmental Review Approaches to Streamline Transportation Planning and Project Reviews in the Lake Tahoe Basin               | No Action/Informational  | Approved   |
| August 13, 2010   | Environmental Documentation Strategy Analysis to Streamline Transportation Planning and Project Reviews in the Lake Tahoe Basin | It is requested the Board direct Staff to have Legal Counsel provide an opinion as a companion to the analysis, seek the opinions of affected agencies, and return to the Board in September with a recommendation for decision. | The Board directed staff to have legal counsel review and provide opinion and consult with affected agencies |
| November 12, 2010 | Determination of the Environmental Review Process Approach for The District's Capital Projects and Lead Agency Decision         | It is requested the Board approve the use of the hybrid approach to environmental documentation for the District's capital projects and becoming the CEQA lead agency.   | Continued to December meeting  |

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AGENDA ITEM: III.A.

|                   |   |   |  |
|-------------------|---|---|--|
| December 10, 2010 | Determination of the Environmental Review Process Approach for the District's Capital Projects  | It is requested the Board approve the use of the hybrid approach to environmental documentation for the District's capital projects.  | Approved   |
| February 7, 2011  | Approval of Request for Proposal Approach for Preparing Programmatic Environmental Document(s) for the Regional Transportation Program, including the District's Capital Program  | It is requested the Board approve the request for proposal (RFP) approach to preparing the programmatic environmental review documents for the Regional Transportation Program, including the District's Capital Projects.                                      | Approved with the request to send the Request for Proposal to the Board for review             |
| April 8, 2011     | Approval of Task Order for Ascent Environmental to Prepare Environmental Documentation for the District's Capital Improvement Program and Projects  | It is requested the Board approve the task order based on the proposal submitted by Ascent Environmental in response to the District's Request for Proposal to prepare environmental documentation for the District's Capital Improvement Program and Projects. | Task Order approved with direction to reduce budget by 15 – 20% without reducing scope of work |
| May 13, 2011      | Approval of Three Party Contract Between Ascent Environmental, the Tahoe Transportation District, and the Tahoe Metropolitan Planning Organization to Prepare Environmental Documentation for the District's Capital Improvement Program and Projects and the Regional Transportation Plan Update | It is requested the Board approve the three-party contract between Tahoe Metropolitan Planning Organization (TMPO), TTD, and Ascent Environmental, pending legal review and approval.   | Continued  |

In addition to conferring with the Board and getting appropriate approvals at key steps in the process, TTD staff has sought and obtained concurrence from FHWA, TTD legal counsel, as well as TRPA Executive and Legal staff regarding this approach.

**Discussion:**

What Staff may have failed to emphasize at the May 13 meeting was that the District already has a contract and task order with Ascent Environmental for the environmental documentation work based on previous Staff work and Board approvals. The three-party contract the Board is now being asked to approve is the management mechanism for the agencies and contractor to use reflecting the fact that the work involves the three parties, and that co-management of the scopes is critical to the successful execution of them. The scope, as in the proposal approved by the Board, is split between the TMPO work and the TTD work. There remains a separate contract and task order between the District and Ascent.

Now that the Board has requested and received additional time to review the three-party contract and scope of work, staff is again requesting approval to enter into it in lieu of a cooperative agreement. As depicted in the table above, considerable time and effort has been expended by Staff and the Board to date. And as noted above, time continues to be of the essence because of the delivery schedule for both the District and TMPO. Approval will mean the approach can go forward as developed. No approval at this time means this opportunity will have passed and the District and TMPO will have to follow the typical method of delivery via individual project and plan documents. Staff recommends approval subject to final legal counsel review and concurrence.

**Additional Information:**

If you have any questions or comments regarding this item, please contact Alfred Knotts at (775) 589-5503 or [aknotts@tahoetransportation.org](mailto:aknotts@tahoetransportation.org).

**Attachment:**

- A. Three Party Contract and Exhibits

**DRAFT**

Contract # \_\_\_\_\_

**CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT (hereinafter the "Agreement") is made this 9th day of May, 2011, (the "Effective Date") by and between the Tahoe Metropolitan Planning Organization (hereinafter "TMPO"), the Tahoe Transportation District, a special purpose district established by Article IX of Public Law 96-551 (1980) (hereinafter "TTD"), and Ascent Environmental, Inc. (hereinafter the "Consultant"). TMPO, the TTD, and the Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. The Consultant desires to perform and assume responsibility and obligations for the services, as hereinafter described on the terms and conditions set forth herein.
- B. TMPO desires to contract for such services as hereinafter described on the terms and conditions set forth herein.
- C. The TTD desires to contract for such services as hereinafter described on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, TMPO, the Consultant, and the TTD agree as follows:

OPERATIVE PROVISIONS

SECTION I  
ENGAGEMENT AND SERVICES OF THE CONSULTANT

1. Engagement of Consultant. TMPO and the TTD hereby engages the Consultant, subject to the terms and conditions set forth in this Agreement, to perform the services set forth in Exhibit "A," (the "Services"). The Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement.
2. Performance of the Consultant. It is understood that the Services to be prepared under this Agreement are to be prepared in and with cooperation from TMPO and its staffs, as well as the TTD, and that the Consultant's responsibility will be to both the TMPO and the TTD. Accordingly, the Consultant shall perform said Services so as to result in a technically adequate document which complies with the Tahoe Regional Planning Compact, P.L. 96-551 (1980), TRPA Code of Ordinances, the California Environmental Quality Act (CEQA), and all applicable planning and planning-related statutes, laws, regulations, ordinances and guidelines. It is further agreed that in all matters pertaining to the Services, the Consultant shall act as consultant to only TMPO and the TTD and shall not act as consultant to any other individual or entity affected by the Services in any manner that would conflict with Consultant's responsibilities to TMPO and the TTD during the term of this Agreement.
3. The Consultant's Personnel. The Consultant shall provide adequate and experienced personnel to perform the Services.

4. The Consultant's Responsibilities for Costs and Expenses Unless otherwise specified, the Consultant shall be responsible for all costs and expenses incurred relative to the Consultant, personnel of the Consultant, and subcontractors of the Consultant, in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.
5. Payment to TMPO. Although the TTD will not pay directly the TMPO for work described in Exhibit B, the TTD agrees to pay the consultant directly according to Exhibit "B" as the sole compensation under this Agreement for the Services as described in Exhibit "B." This payment shall be made in accordance with Section III of this Agreement. Any alterations to the Compensation shall be accomplished by written amendment to this Agreement.
6. Payment to Consultant. TMPO agrees to pay to the Consultant according to Exhibit "B" (the "Compensation") as the sole compensation under this Agreement for the Services as described in Exhibit "B." This payment shall be made in accordance with Section III of this Agreement. Any alterations to the Compensation shall be accomplished by written amendment to this Agreement.

## SECTION II RESPONSIBILITIES OF THE CONSULTANT

1. Personnel. The Services shall be performed by the Consultant or under its supervision. The Consultant represents that it possesses the professional and technical personnel required to perform the Services. TMPO retains the Consultant on an independent contractor basis and the Consultant is not an employee of TMPO. The personnel performing the Services on behalf of the Consultant shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all expenses including, without limitation, salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, and all other amounts due such personnel or due others as a result of the performance by such personnel of the Services in connection with this agreement. The Consultant shall also be responsible for all reports and documentation required for its employees.
2. Cooperation/Project Administrator. The Consultant shall work closely and cooperate fully with TMPO's designated Project Administrator, and any other agencies which may have jurisdiction or interest in the Services. This Agreement will be administered by the Project Administrator. The Project Administrator, or his/her designee, shall be the principal officer of TMPO, for liaison with the Consultant, and shall review and give approval to the details of the Services as they are performed. TMPO designates Karen Fink, as its Project Administrator, but reserves the right to appoint another person as Project Administrator upon written notice to the Consultant and approval by the TTD.
3. Project Manager. The Consultant shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of the Services. The Project Manager shall be available to TMPO at all reasonable times. The Consultant designates Curtis Alling to be its Project Manager.



4. Time of Performance. The Services to be performed by the Consultant under and pursuant to this Agreement shall be conducted in accordance with Exhibit "A."
5. Report Materials. At the completion of the Services, the Consultant shall deliver to TMPO all documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant, or prepared by others for the use and/or benefit of the Consultant, or otherwise provided to the Consultant by TMPO or by others under this Agreement (the "Report Materials").

Any text work and / or graphic work product shall be submitted to TMPO together with a copy in a digital format that is compatible with either: 1) Microsoft Word for Windows, or 2) Excel for Windows. Any graphic work product submitted to TMPO in digital format must be submitted in one of the following formats: 1) Adobe Illustrator; 2) EPS (encapsulated postscript); 3) Adobe photoshop files; 4) Tiff files; 5) Pict files; or, 6) ARC/Info graphic files. Any graphic work product prepared for TMPO shall, whenever feasible, also be submitted with a copy in digital format compatible with one of the six formats outlined above.

6. TMPO Policy. The Consultant shall discuss and review all matters relating to the Services with the Project Administrator in advance of all critical decision points in order to ensure that the Services proceed in a manner consistent with the goals and policies of TMPO.
7. Conformance to Applicable Requirements. All aspects of the provision of the Services by Consultant shall at all times conform to applicable city, county, state, and federal requirements and be subject to approval of the Project Administrator and TMPO.
8. Indemnification. The Consultant shall indemnify, defend and hold harmless TMPO, its officers, employees, and agents against, and will hold and save them and each of them, harmless from any and all actions, claims, penalties, obligations, liabilities, or damages that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the provision of the Services by the Consultant, or arising out of the operations or activities of the Consultant, its agents, employees, or subcontractors provided for herein in connection therewith:
  - A. The Consultant will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorney's fees, with an attorney of TMPO's own choosing, incurred in connection therewith.
  - B. The Consultant will promptly pay any judgment rendered against the Consultant and/or TMPO covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such Services, operations, or activities of the Consultant hereunder, and the Consultant agrees to save and hold TMPO harmless there from.
  - C. In the event TMPO is made a party to any action or proceeding filed or persecuted against the Consultant for such damages or other claims arising out of or in connection with the work, operations, or activities of the Consultant hereunder, the Consultant agrees to pay to TMPO any and all costs and expenses incurred by TMPO in such actions or proceedings, together with reasonable attorneys' fees for an attorney of TMPO's own choosing.

9. Standard of Care; Licenses. The Consultant represents and warrants that it and all personnel engaged in performing the Services are and shall be fully qualified and are authorized or permitted under state and local law to perform such Services. The Consultant shall perform the Services in a skillful and competent manner. The Consultant shall be responsible to TMPO for any errors or omissions in the execution of its duties hereunder. The Consultant represents and warrants that it and all personnel engaged in performing the Services have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.
  
10. Insurance. Without limiting the Consultant's indemnification of TMPO, the Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement a policy or policies of liability insurance of the type and amounts described below and satisfactory to TMPO, in its sole discretion. Such policies shall be signed by a person authorized by that insurer to bind coverage on its behalf and must be filed with TMPO prior to exercising any right or performing the Services. Said policies shall add as insureds TMPO, TTD, their elected officials, officers and employees, and agents for all liability arising from the Consultant's Services as described herein.
  - A. Prior to the commencement of the Services, the Consultant shall provide to TMPO certificates of insurance with original endorsements and copies of policies, if requested by TMPO, of the following insurance, with Best's Class A - or better carriers:
    - (1) Workers' compensation insurance covering all employees and principals of the Consultant, in a minimum amount of \$1 million per accident, effective per the laws of the State of Nevada;
    - (2) Commercial general liability insurance covering third party liability risks, including without limitation contractual liability, in a minimum amount of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit;
    - (3) Commercial auto liability and property insurance covering any owned and rented vehicles of Consultant in a minimum amount of \$1 million combined single limit per accident for bodily injury and property damage; and
    - (4) Professional liability insurance covering errors and omissions on the part of the Consultant, in a minimum amount of \$1 million each occurrence and in the aggregate on an occurrence form.
  - B. Said policy or policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior notice has been given in writing to TMPO. The Consultant shall give to TMPO prompt and timely notice of claim made or suit instituted arising out of the Consultant's operation hereunder. The Consultant

shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and performance of the Services.

- C. The Consultant shall include subcontracting consultants, if any, as insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage for each subcontractor shall be subject to the requirements stated herein.

11. Prohibition Against Assignment

- A. The Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly by operation of law, without the prior written consent of TMPO. Any attempt to do so without the written authorization of TMPO shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.
- B. The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of the Consultant, if the Consultant is a corporation or of the interest of any general partner or joint venturer or syndicate member or co-tenant of the Consultant, if the Consultant is a partnership or a joint venture, or a syndicate or a co-tenancy, which shall result in changing the control of the Consultant, shall be deemed an assignment of this Agreement. For purposes of this paragraph, "control" means the ownership of fifty percent (50%) or more of the voting power of the corporation or fifty percent (50%) or more of the voting power of a partnership, joint venture, syndicate, or co-tenancy.

12. Progress. The Consultant is responsible to keep the Project Administrator and/or his duly authorized designee informed on a regular basis regarding the status and progress of the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the Services or relative to this Agreement.

13. Confidentiality. No news releases, including photographs, public announcements, or confirmations of the same, of any part of the subject matter of this Agreement or any phase of the Services shall be made without prior written consent of TMPO. The information which results from the Services in this Agreement is to be kept confidential unless the release of information is authorized by TMPO.

14. Scheduling. The Consultant shall generally have no obligation to work any particular schedule, provided the Consultant will coordinate with TMPO in achieving the results sought under the terms of this Agreement.

15. No Set Hours/Right to Contract. The Consultant's obligation hereunder is to complete the Services and to meet any deadlines set forth therein. Except as provided herein, the Consultant has no obligation to work any particular hours or days or any particular number of hours or days. In this regard, the Consultant retains the right to contract for similar Services with any other entity, public or private.

16. Results. TMPO agrees that it will have no right to control or direct the details, manner, or means by which the Consultant accomplishes the results of the Services performed hereunder.

### SECTION III RESPONSIBILITIES OF TMPO AND THE TTD

1. Compensation. In consideration of the performance by the Consultant of the Services, TMPO shall pay to the Consultant the fixed price set forth in Exhibit "B" (the "Compensation").
2. Extra Work. The Consultant shall not receive additional compensation for any extra work unless such extra work has been authorized in writing by TMPO prior to the commencement of the extra work. TMPO shall pay the Consultant for extra work in accordance with the fee schedule set forth in Exhibit "B."
3. Invoicing. The Consultant shall submit invoices to TMPO and the TTD on a monthly basis for work performed during the billing period. Each invoice shall show percent progress by task and the cumulative percentage of the Services completed in each billing period as shown in Exhibit C. The invoice will describe the nature of the work performed, accomplishments during the billing period, accomplishments schedule for next billing period, any conflicts, and associated resolutions. Each invoice shall also include copies of all invoices to date and a statement of the dollars received by the Consultant to date.

This project is funded with Federal Grant funds. The Consultant is required to be in compliance with any applicable Federal Regulation. The Consultant is responsible for any Sub-consultants and must require the Sub-consultants to follow the same regulations. The Regulations include but are not limited to:

1. 48 CFR Part 31 Cost Principles and Procedures
  2. 49 CFR Part 18 Uniform Administrative Requirements for Grants & Cooperative Agreements to State and Local Governments
  3. 49 CFR Part 18.49 regarding Retention and Access Requirements for Records
  4. Contractors and sub-contractors shall have an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for contract. The accounting system shall conform to GAAP and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
  5. All backup documentation is required to be submitted with each invoice. Records must be retained and accessible according to all applicable Federal grant regulations.
4. Payment to Consultant. TMPO shall make payments to the Consultant within thirty (30) days following the date of receipt of the invoice unless TMPO disputes the amount of the Compensation the Consultant claims it is owed under this Agreement. Payments shall be made on the basis of estimated task costs set forth in Exhibit "A."
  5. Payments to TMPO. TMPO, the Consultant, and the TTD herein agree to a deposit schedule described in Section III.6, for the deposit and payment by the TTD to TMPO of

the total Compensation due the Consultant under this Agreement and related costs (collectively, the "Agreement Costs"). The TTD agrees to deposit [amount] initially with TMPO for payment of the Consultant in the event that sufficient funds are not received from the TTD within 10 days of receipt of the Consultant's invoice.

6. Deposit Schedule. TMPO shall have received from the TTD and shall at all times during the term of this Agreement have on deposit within its exclusive control, sufficient funds from the TTD to satisfy all the Agreement Costs in sufficient time prior to the earlier of, the date of accrual of the Agreement Costs or the due date for payment of the Agreement Costs to the Consultant as determined by TMPO in its sole discretion. If the payments due to the Consultant exceed the amounts deposited by the TTD, the TTD shall pay to TMPO such additional amounts owed Consultant.

The Deposit Schedule shall include the following steps:

- i. Consultant shall submit monthly invoices to both TMPO and the TTD.
- ii. The TTD shall submit payment to TMPO within 15 days of receipt of monthly Consultant invoices.
- iii. TMPO shall approve invoice for payment.
- iv. TMPO shall pay Consultant using funds submitted by the TTD.

7. Withholding.

- A. Disputed Sums. TMPO may withhold payment of any portion of the compensation if payment is disputed until resolution of the dispute with the Consultant. Such withholding by TMPO shall not be deemed, by the Consultant, to constitute a failure to pay by TMPO. The consultant shall not discontinue the performance of the Services for a period of thirty (30) days from the date Compensation is withheld hereunder. The Consultant shall have an immediate right to appeal to TMPO with respect to withheld amounts. The determination of TMPO with respect to such matters shall be final. The Consultant shall be entitled to receive from TMPO interest on any portions of the Compensation withheld which are thereafter deemed to be properly payable to the Consultant at the rate of seven percent (7 percent) per annum, simple interest.
- B. Retention. TMPO shall have the right to retain an amount equal to five percent (5 percent) of the Compensation ("Retention"). The Retention shall be released to the Consultant upon final approval and acceptance of the Services by TMPO. TMPO shall have the right without further liability to the Consultant, to utilize the Retention to satisfy obligations of TMPO relative to the Services in the event the Consultant does not complete the Services satisfactory to TMPO.

#### SECTION IV TERMINATION

1. Events of Default. Each of the following events shall constitute an "Event of Default":

- A. The Consultant shall fail to observe, perform, or comply with any material term, covenant, agreement, or condition of this Agreement which is to be observed, performed, or complied with by the Consultant, of such failure to continue uncured

- for three (3) calendar days after TMPO gives the Consultant notice of any failure and specified the nature of such failure.
- B. The Consultant shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional or breach of any provision of this Agreement.
2. Termination Upon Event of Default. Upon a termination of this Agreement due to an Event of Default, TMPO shall pay to the Consultant the part of the Compensation which would otherwise be payable to the Consultant with respect to the Services which had been completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.
3. Budget Contingency Clause
- A. Limitation of TMPO Liability
- The maximum amount to be encumbered under this agreement for the 2013 fiscal year ending June 30, 2013 shall not exceed \$3,510,490.
- B. It is mutually agreed that if the TMPO Budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the TMPO shall have no liability to pay any funds whatsoever to the Consultant or to furnish any other considerations under this Agreement and the Consultant shall not be obligated to perform any provisions of this Agreement.
- C. If funding for any fiscal year is reduced or deleted by the TMPO Budget for purposes of this program, the TMPO shall have the option to either cancel this agreement with no liability occurring to the TMPO, or offer an agreement amendment to the Consultant to reflect the reduced amount.
4. Termination. TMPO may terminate this agreement upon thirty (30) days prior written notice to the Consultant. If the Agreement is so terminated, the Consultant shall be compensated for all completed services rendered up to and including the day of termination.

## SECTION V GENERAL PROVISIONS

1. Nondiscrimination by the Consultant. The Consultant represents and agrees that the Consultant, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or TTD for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.
2. TMPO's Rights to Employ Other Consultants. TMPO reserves the right to employ other consultants in connection with the projects assigned to the Consultant.
3. Conflicts of Interest.

- A. The Consultant or its employees may be subject to the provisions of Article III (a)(5) of the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, Cal. Gov't Code Section 66801, N.R.S. 277.200), which requires disclosure of any defined economic interest and prohibits such persons from attempting to influence Agency decisions affecting certain economic interests.
  - B. The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose financial interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making, decisions that will foreseeably financially affect such interests.
  - C. If subject to the Act, the Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for termination of this Agreement by TMPO.
4. Assignments and Subcontractors. The Consultant shall not subcontract any portion of the Services except as expressly stated herein, without prior written consent of TMPO and/or TTD. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
5. Notices. All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

To TMPO: Tahoe Metropolitan Planning Organization  
Attn: Karen Fink  
128 Market Street, Suite 3F  
P.O. Box 5310  
Stateline, Nevada 89448  
Telephone: (775) 589-5204  
Fax: (775) 588-4527  
Email: kfink@trpa.org

To the Consultant: Ascent Environmental, Inc.  
Attn: Curtis Alling  
455 Capitol Mall, Suite 210  
Sacramento, CA 95814  
Telephone: (916) 930-3181  
Email: curtis.alling@ascentenvinc.com

To the TTD: Tahoe Transportation District  
Attn: Alfred Knotts  
128 Market Street, Suite 3F  
P.O. 499  
Zephyr Cove, NV 89448  
Telephone: (775) 589-5503  
Fax: (775) 588-0917  
Email: aknotts@tahoetransportation.org

Notice shall be deemed received as follows, depending upon the method of transmittal by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, certified, upon receipt requested, as of 72 hours after deposit in the U.S. Mail.

6. Authority to Enter Agreement. The Consultant warrants that it has all requisite power and authority to conduct its business and to execute and deliver, and to perform all of its obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein. If the Consultant is a corporation or partnership, the Consultant also warrants that it is duly organized, validly existing in good standing under the laws of the State of Nevada, and will continue to be so during the term of this Agreement.
7. Severability/Illegality. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.
8. Time is of the Essence. Time is of the essence in this Agreement, and all parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.
9. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
10. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Nevada.
11. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any of the other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver. No waiver, benefit, privilege, or service voluntarily given or performed by other parties shall give the other party any contractual right by custom, estoppel, or otherwise.
12. Days. Any term in this Agreement referencing time, days, or period of performance shall be deemed to be calendar days and not work days.
13. Entire Agreement. This Agreement contains the entire agreement of TMPO and the Consultant and supersedes any prior or written statements or agreements between TMPO and the Consultant. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.
14. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective parties.



15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
16. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.
17. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the parties or their agents have all participated in the preparation of this Agreement.
18. Cooperation/Further Acts. The parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate, and convenient as related thereto.
19. Survival. The obligations of the Consultant under this Agreement including, without limitation, the obligations set forth in Section II, Paragraph 8 (Indemnification), and Section II, Paragraph 10 (Insurance), as they relate to the Services, shall survive the termination of expiration of this Agreement.
20. Incorporation of Recitals and Exhibits.
  - A. The "Recitals" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
  - B. The "Exhibits" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
21. References. All references to the Consultant shall include all personnel, employees, agents, and subcontractors of the Consultant.
22. No Funds to Unqualified Aliens. Under law, no funds received under this Agreement shall be paid to any alien who is "not a qualified alien" within the meaning of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Act"). The Consultant shall be responsible to ensure that no funds the Consultant receives from TMPO are paid to any employee or subcontractor in violation of this Act.
23. Certification Regarding Lobbying. The Consultant certifies that no funds received under this Agreement have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of a Member of the Legislature or Congress, an employee of a Member of the Legislature or Congress.
24. Certification Regarding Debarment and Suspension. The Consultant certifies to the best of its knowledge and belief that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- B. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (23)(b) of this Certification; and
- D. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause of default.

IN WITNESS WHEREOF, the parties hereto have accepted and made and executed this Agreement upon the terms, conditions, and provisions set forth above as of the Effective Date.

ASCENT ENVIRONMENTAL, INC.

BY: \_\_\_\_\_  
CURTIS E. ALLING  
PRINCIPAL

TAHOE REGIONAL PLANNING AGENCY ("TMPO")

BY: \_\_\_\_\_  
JOANNE S. MARCHETTA  
EXECUTIVE DIRECTOR

TAHOE TRANSPORTATION DISTRICT

BY: \_\_\_\_\_  
CARL HASTY  
EXECUTIVE DIRECTOR

# EXHIBIT A

# Scope of Work

## Tahoe Regional Transportation Plan and Sustainable Communities Strategy EIR/EIS

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### Purpose

The purpose of this contract is to prepare and issue a program-level EIR/EIS for the Tahoe Regional Transportation Plan (RTP) (including the comprehensive project list) and Sustainable Communities Strategy (SCS). Task 1 involves project initiation activities, scoping, collecting and reviewing existing information, and project kickoff. Task 2 involves activities necessary to prepare the draft environmental document, including publication for public review. Task 3 is for preparation of the final environmental document through certification and lead agency decisions. The Ascent team scope of work is detailed below, as well as in the accompanying contract price assumptions.

### Scope of Work

#### **Task 1: Project Evaluation, Refinement, and Initiation - COST \$192,229**

The purpose of this task is to collaborate with TTD and TMPO staff to obtain needed information; develop and reach agreement on methods, protocols, and schedules; and conduct activities necessary to initiate the project in a coordinated fashion.

##### **Subtask 1.1: Prepare Meeting and Deliverables Schedule**

Ascent will prepare a project schedule of meetings, deliverables, and major milestones. The schedule will account for TTD/TMPO staff review time, TRPA/TMPO/TTD Board approvals, discussions with legal staff, and other factors, such as the holiday season that will affect the timing of meetings and deliverables.

##### **Subtask 1.2: Conduct Scoping Process**

The purpose of this task is to conduct the scoping process to inform the content and scope of the environmental document.

- ▲ In coordination with TTD and TMPO staff, Ascent will compile and update TMPO/TTD's existing list of stakeholders and interested parties for use in distributing notices and copies of the EIR/EIS, as appropriate.
- ▲ Ascent will prepare and issue the Notice of Preparation (NOP) per CEQA and TRPA requirements. Preparation of an initial study is not required by CEQA as part of an NOP and is not included in this scope of services. Similarly, it is assumed that preparation of a TRPA IEC is not required. (Note: both the CEQA Appendix G checklist and TRPA IEC will be used as tools to guide preparation of the Draft EIR/EIS.)
- ▲ Ascent will conduct two scoping meetings to help determine the contents of the EIR/EIS. These meetings may occur in concert with outreach or other meetings relative to the RTP and SCS, but will be officially noticed by TMPO as scoping meetings and identified as such on the meeting agendas. Ascent will prepare, if needed, sign-in sheets, speaker request cards, and written comment sheets. All posters, maps, and materials related to the RTP and SCS will be provided by TTD and TMPO. Ascent will record public and agency comments in note form; court reporter/recorder services are not included in this scope or budget.

- ▲ Ascent will prepare a draft and final Scoping Summary Report that compile public and agency comments by topic. Written responses to scoping comments are not required and are not included in the scope or budget. The final report will be included as an appendix to the environmental document.
- ▲ Based on the scoping process, Ascent will provide guidance as to other early consultation needs for the project and process.

**Subtask 1.3: Prepare Transportation Memorandum addressing VMT and Policies**

In consultation with TTD and TMPO staff, and to ensure agreement on important assumptions early in the process, the Ascent team will prepare a memorandum addressing:

- ▲ Translation of SCS trip reduction measures into VMT and GHG emissions reductions; and
- ▲ Review and refinement of the Regional Plan Update transportation goals, policies, and implementation measures.

**Subtask 1.4: Develop EIR/EIS Methodology Memorandum**

In coordination with the TMPO/TTD project team and subject to TMPO/TTD direction and approval, Ascent will develop and finalize the overall EIR/EIS methodology. A memorandum outlining the approach and methods related to the following specific elements will be prepared for TMPO/TTD approval:

- ▲ EIR/EIS format and organization
- ▲ Project objectives, alternatives, and purpose and need
- ▲ Environmental setting for each environmental resource area
- ▲ Impact categories for each resource area
- ▲ Significance categories for each resource area
- ▲ Mitigation measures
- ▲ Significance thresholds criteria
- ▲ EIR/EIS alternatives
- ▲ Cumulative and growth-inducing impacts
- ▲ Public health, environmental justice, and adaptation

As part of this task Ascent will also provide recommendations to better facilitate tiering from the EIR/EIS, other streamlining options, and to bolster legal defensibility. The Ascent team will evaluate the TMPO/TTD model, analysis methodology, and model outputs to determine what additional information can be made available through the EIR/EIS to facilitate tiering.

**Subtask 1.5: Prepare Data Needs, Sources, and Acquisition Schedule Memorandum**

Ascent will confer with TMPO/TTD staff to identify existing data available for use in the EIR/EIS and additional data needed to complete thorough EIR/EIS analysis. Ascent will identify data needs, develop a schedule for acquisition, and present the information request in a memorandum to TMPO and TTD.

| <b>Task 1 Deliverables</b> |  |
|----------------------------|--|
| <b>1.1</b>                 | <b>Draft and final project schedule of meetings, deliverables, and major milestones</b>  |
| <b>1.2</b>                 | <b>List of stakeholders and interested parties</b><br>▲Draft and final Notice of Preparation<br>▲Two (2) Scoping Meetings<br>▲Scoping Meeting materials (sign-in sheets, comment cards, comment sheets)<br>▲Draft and final Scoping Summary Report |
| <b>1.3</b>                 | <b>Draft and final transportation memo</b>   |
| <b>1.4</b>                 | <b>Draft and final EIR/EIS methodology memo</b>  |
| <b>1.5</b>                 | <b>Data needs and acquisition memo</b>   |

## **Task 2: Preparation of the Draft EIR/EIS – COST \$637,226**

The purpose of this task is to prepare a comprehensive and legally defensible environmental document for the RTP and SCS. Subtasks involved in this effort are described below.

### **Subtask 2.1: Prepare Administrative Draft EIR/EIS**

The Ascent team will prepare an administrative draft document for internal staff and team review. The analysis will focus on up to four alternatives, including the proposed project and the No Project Alternative. Each alternative will be evaluated with respect to each key impact category reviewed for the proposed project. The EIR/EIS will discuss all significant and less-than-significant impacts, and any beneficial effects. Text will be written in clear and concise language, and tables and graphics shall be used to illustrate findings.

The following describes the specific topical areas to be addressed, the general approach to be used, and the known issues to be addressed for each chapter and section recommended for analysis in the EIR/EIS.

#### *Chapter 1. Summary*

This chapter will include the following: (a) a summary description of the proposed project and alternatives; (b) key environmental issues; (c) areas of controversy; (d) issues to be resolved; and (e) a summary of impacts and mitigation measures. This chapter will also include a summary “table” format used to identify for each alternative evaluated the impact, the level of significance before mitigation, applicable mitigation measures, and the significance after mitigation. A summary of the alternatives analyses will also be presented, as will a summary table comparing the significance of impacts by alternative.

#### *Chapter 2. Introduction*

The introduction chapter of the EIR/EIS will form a clear and concise context for both the RTP/SCS and the EIR/EIS. The introduction chapter will include the following: (a) a description of the lead agencies and other involved and interested agencies; (b) purpose and need for the RTP/SCS and EIR/EIS; (c) intended uses of the EIR/EIS, including a list of other agencies expected to use the document in decision making; (d) the scope of the EIR/EIS; (e) definition of baseline; (f) basis for significance criteria; (g) background and history; (h) definition of terms used in the EIR/EIS; and (i) a description of the project review and TTD/TMPO environmental review process.

#### *Chapter 3. Project Description and Alternatives*

The proposed RTP and SCS will be fully described. This chapter will identify proposed goals, policies, programs and projects of the RTP and SCS. A clear and concise list of project objectives will form the context for both the project and the EIR/EIS. The characteristics of RTP projects will be described, and maps, graphics, and tables will be used, as appropriate, to adequately convey the whole of the proposed action.

Alternatives to the proposed RTP/SCS will be described in sufficient detail for comparative analysis. It is assumed that alternatives will include the no project alternative and up to two additional alternatives, for a total of four alternatives. This chapter will also include discussion of alternatives considered but rejected from detailed EIR/EIS analysis, if any, and the advantages and disadvantages of each alternative and the reasons for rejecting or recommending it for further analysis.

#### *Chapter 4. Affected Environment, Environmental Consequences, and Mitigation Measures*

This chapter will constitute the heart of the environmental document. It will begin with a discussion of the approach to the environmental analysis, summarizing overall methodology and framework for the technical analyses. This chapter will be further divided into technical sections which address the

contents of the environmental analysis by issue. While some sections of the environmental document may include detailed analyses, data, modeling output, or other support material that is more appropriately included in appendices, our approach is to include all analysis in the technical sections of the EIR/EIS, rather than produce a series of stand-alone technical studies.

Each technical section of the EIR/EIS will include the following subsections: Affected Environment, Regulatory Setting, Standards of Significance, Environmental Consequences, and Mitigation Measures. Technical issues to be addressed in the EIR/EIS include the following topics. Some topics that clearly do not include significant effects may be addressed briefly in an “effects found not to be significant” section within the chapter. Topics where potentially significant effects on the environment may occur will be addressed in their own sections. The list of topics consists of:

- ▲ Land Use
- ▲ Traffic and Transportation
- ▲ Air Quality
- ▲ Greenhouse Gas Emissions and Climate Change
- ▲ Noise
- ▲ Biological Resources
- ▲ Agriculture and Forest Resources
- ▲ Hydrology and Water Quality
- ▲ Geology, Soils, Land Capability and Coverage
- ▲ Recreation
- ▲ Public Services and Utilities
- ▲ Human Health and Risk of Upset
- ▲ Scenic Resources
- ▲ Cultural Resources
- ▲ Population, Housing, Socioeconomics and Environmental Justice
- ▲ Cumulative Impacts

#### *Chapter 5. Other CEQA and TRPA-Mandated Environmental Sections*

This chapter will include the following CEQA and TRPA-mandated sections:

- ▲ Effects Found Not to Be Significant
- ▲ Significant Environmental Effects Which Cannot Be Avoided
- ▲ Relationship Between Short-Term Uses of the Environment and Maintenance and Enhancement of Long-Term Productivity
- ▲ Irreversible and Irretrievable Environmental Commitment of Resources
- ▲ Growth-Inducing Impacts
- ▲ Environmentally Superior/Environmentally Preferable Alternative
- ▲ Consequences for TRPA Environmental Threshold Carrying Capacities

#### *Chapter 6. Report Preparers*

This chapter will identify TTD/TMPO and consultant team staff who prepared the EIR/EIS.

#### *Chapter 7. References*

This chapter will list the cited information and persons consulted.

#### *Technical Appendices*

Technical appendices will include the NOP and Scoping Summary Report. In addition, certain resource areas may require detailed information that is better presented as a technical appendix and summarized body of the EIR/EIS rather than included in its entirety.

#### **Subtask 2.2: Prepare Screencheck Draft EIR/EIS**

Based on one set of consolidated comments from TTD/TMPO staff, Ascent and its subconsultants will revise the administrative Draft EIR/EIS. A “screencheck” Draft EIR/EIS will be provided to TTD/TMPO for final review prior to production of the public draft edition.

#### **Subtask 2.3: Prepare Public Draft EIR/EIS**

Ascent will respond with minor changes based on one consolidated set of final comments and reproduce the public Draft EIR/EIS. Ascent will update the stakeholder and interested parties list,

publish hard copies (invoiced separately at cost as incurred), burn CDs, and prepare an electronic copy for submittal to TTD/TMPO. Ascent will prepare the Notice of Completion and file with the California and Nevada State Clearinghouses in accordance with the requirements of each. Ascent will prepare the Notice of Availability for publication by TTD/TMPO in a newspaper of general circulation.

**Subtask 2.4: Conduct Public Hearings/Workshops on the Draft EIR/EIS**

Ascent will attend two public hearings/workshops on the Draft EIR/EIS. The purpose of this task is to help inform the public of aspects of the program, the environmental review process, alternative considered, and to keep the public engaged throughout the process. These meetings may be before one or more governing bodies (TTD Board, TMPO Board), or may be public workshops. Ascent staff will attend the hearings/workshops; attend one “dry run”, if needed; prepare meeting materials, graphics, and PowerPoint presentations needed for the meetings. Ascent will record public comments in note form, and provide a summary of comments after each meeting. Noticing for the hearings/workshops will be the responsibility of TTD/TMPO.

| <b>Task 2 Deliverables</b> |   |
|----------------------------|---|
| <b>2.1</b>                 | <b>Administrative Draft EIR/EIS for internal review by TTD/TMPO (20 hard copies, 20 CDs)</b>  |
| <b>2.2</b>                 | <b>Screencheck Draft EIR/EIS (1 hard copy and electronic version)</b>   |
| <b>2.3</b>                 | <b>Draft EIR/EIS and technical appendices in MS Word and PDF format (number of hard copies and CDs will be determined in advance of task completion)</b><br><ul style="list-style-type: none"> <li>▲ Updated list of stakeholders and interested parties</li> <li>▲ Notice of Completion</li> <li>▲ Draft and final Notice of Availability</li> </ul> |
| <b>2.4</b>                 | <b>Two (2) Public Hearings/Workshops plus one “dry run”</b><br><ul style="list-style-type: none"> <li>▲ Public Hearing/Workshop materials (sign-in sheets, comment cards, comment sheets), if needed</li> </ul>   |

**Task 3: Prepare Final EIR/EIS COST - \$114,498**

The purpose of this task is to prepare the Final EIR/EIS that includes responses to all written and oral comments received from agencies and the public on the Draft EIR/EIS, and changes to the Draft EIR/EIS.

**Subtask 3.1: Evaluate Comments on Draft EIR/EIS, Develop Response Strategy, Respond to Comments**

After comments on the Draft EIR/EIS are received, Ascent will prepare a list of commenters, compile and organize the comments, review the comments and meet with TTD/TMPO to discuss and to develop a strategy for responses. Required budget for preparing the responses is not yet known and is not included in this initial contract amount. This approach is recommended because the level of effort to respond to comments is difficult to predict in advance of comment review and assessment. Through this review approach, Ascent and TTD/TMPO will reach agreement on the scope of the effort, and the contract will be amended accordingly.

**Subtask 3.2: Prepare Administrative Final EIR/EIS and MMRP**

The Administrative Final EIR/EIS will include the following components: an introductory chapter; all text revisions to Draft EIR/EIS chapters with modifications indicated by redline/strikeout or margin lines; a list of persons, organizations, and public agencies commenting on the Draft EIR/EIS; enumerated comment letters and public hearing notes; responses to the significant environmental points raised in comments received on the Draft EIR/EIS; and a draft Mitigation Monitoring and Reporting Plan.

**Subtask 3.3: Prepare and Release Final EIR/EIS and MMRP**

The purpose of this task is to prepare the publicly circulated Final EIR/EIS. Based on one set of consolidated comments from TTD/TMPO staff, Ascent and its subconsultants will revise the



Administrative Final EIR/EIS. A “screencheck” Final EIR/EIS will be provided to TTD/TMPO to briefly (e.g., 1 week) review prior to production of the public edition.

Ascent will provide minor changes based on any last-minute comments and reproduce the Final EIR/EIS (invoiced separately at cost as incurred) and prepare an electronic copy for submittal to TTD/TMPO for mailing and distribution.

**Subtask 3.4: Prepare CEQA Findings, Notice of Determination, and Statement of Overriding Considerations**

Ascent will prepare draft and final Findings of Fact for CEQA purposes, and Statement of Overriding Considerations (SOC), if necessary. If the project is approved, Ascent will prepare and file the Notice of Determination (NOD) and file with the California State Clearinghouse. (Note: It is assumed that TTD/TMPO will prepare any required TRPA findings for approval of the RTP and SCS.)

**Subtask 3.5: Project Approval, Certification Hearings**

Ascent’s project manager and principal-in-charge will attend public and board/commission meetings. For this scope, it is assumed that two public hearings will be necessary for project approval/EIR/EIS certification meetings. Ascent will be prepared to make presentations about the environmental process and findings, and answer questions from lead agency decision-makers, as appropriate.

| <b>Task 3 Deliverables</b> |  |
|----------------------------|--|
| <b>3.1</b>                 | <b>Draft responses to comments (electronic submittal for review and discussion)</b>  |
| <b>3.2</b>                 | <b>Administrative Final EIR/EIS and draft MMRP (20 hard copies and 20 CDs)</b>   |
| <b>3.3</b>                 | <b>Final EIR/EIS and final MMRP in MS Word and PDF format (number of hard copies and CDs will be determined in advance of task completion)</b><br>▲Updated list of stakeholders and interested parties |
| <b>3.4</b>                 | <b>Draft and final CEQA Findings, NOD, and Statement of Overriding Considerations</b>  |
| <b>3.5</b>                 | <b>Two (2) Project Approval, Certification Hearings plus one “dry run”</b><br>▲Notice of Determination   |

**Task 4: Project Management, Coordination, and Meetings COST - \$142,466**

The purpose of this task is to effectively manage the project schedule, budget, invoicing, contracts, and subcontracts. Ascent’s project manager and principle-in-charge will devote effort each month to ensure an efficient and timely process for project execution. This includes preparation of monthly written progress reports (1 to 2 pages each) to TTD/TMPO staff and close coordination with TTD/TMPO about project management issues, as needed.

Ascent will also attend and participate in meetings necessary for the successful completion of the EIR/EIS. Ascent will attend in-person meetings at TTD/TMPO offices once per month, participate in teleconference meetings once per month, and be available for additional special purpose meetings. Ascent will prepare agendas and provide summary minutes following the meetings. Other meetings may be attended on a time-and-materials basis or with a contract amendment with prior authorization by TTD/TMPO.

Ascent will maintain electronic copies of references cited in the RTP/SCS EIR/EIS and will make referenced material available during public review. Ascent will submit electronic copies of references to TTD for project files upon completion of the environmental process.

| <b>Task 4 Deliverables</b>  |
|---|
| <ul style="list-style-type: none"><li>▲ Monthly in-person meetings and meeting notes (12)</li><li>▲ Monthly teleconference meetings and meeting notes for key decisions (12)</li><li>▲ Special purpose meetings</li><li>▲ Monthly, written progress reports (electronic file)</li><li>▲ References cited (electronic files)</li></ul> |

**PRIME DIRECT COST (Reproduction, maps/supplies, postage/delivery, public hearing transcripts)  
- \$34,120**

**SUBCONSULTANT MARK-UP - \$35,041**

**TOTAL COST \$1,155,580**

## EXHIBIT B

# Scope of Work Tahoe Transportation District Capital Improvement Program Environmental Documents

## Purpose

The purpose of this contract is to prepare project-level environmental review documents for each of the following Capital Improvement Program (CIP) Projects: US 50 Stateline Core/Loop Road Project; California State Route 89 Realignment/Fanny Bridge Rehabilitation Project; Nevada Stateline-to-Stateline Bikeway Project (Phase 2, North Demonstration Project, and Phase 3, Central Corridor [Sand Harbor to Round Hill Pines Beach]); and Lake Tahoe Waterborne Transit. This contract also includes guidance support to TTD for environmental review clearance for the Regional Transit Passenger Facility Project and the Meeks Bay to Sugar Pine Point Bike Trail Project, both expected to involve minimal environmental impacts. Phase 4 of the Nevada Stateline-to-Stateline Bikeway Project (Crystal Bay to Incline) and the SR 28 Corridor Improvement Project are included in this contract for potential future authorization, but no work is to be performed at this time. For purposes of this contract, it is assumed that each project will involve the following lead agencies type of environmental document:

| Summary of CIP Projects   |  |  |   |  |
|---|--|--|---|--|
| Project   | Types of Improvement   | Jurisdiction Locations                                     | Lead Agencies and Other Decision Makers   | Type of Environmental Compliance Assumed       |
| US 50 Stateline Corridor Project  | Roadway, intersection, transit, bike lanes, pedestrian   | NV, CA, Douglas Co., South Lake Tahoe                      | <u>TRPA</u> : TRPA<br><u>NEPA</u> : FHWA<br><u>CEQA</u> : TTD<br><u>Others</u> : NVSP, NDOT, S. Lake Tahoe, Douglas Co.                               | EIR/EIS/EIS (with NEPA EA possible)            |
| Fanny Bridge - CA SR 89 Realignment Project   | Roadway, shared-use paths, pedestrian, transit access  | CA, USFS, Placer County                                    | <u>TRPA</u> : TRPA<br><u>NEPA</u> : Caltrans (delegated)<br><u>CEQA</u> : TTD<br><u>Others</u> : Placer Co., CTC, USBR, USFS                          | EIR/EIS/EIS                                    |
| Lake Tahoe Waterborne Transit   | Water transit ferry with 2 terminals, and 2 water taxis with up to 9 stops. No new piers needed. | NV, CA, USFS, Placer County, South Lake Tahoe              | <u>TRPA</u> : TRPA<br><u>NEPA</u> : FTA<br><u>CEQA</u> : TTD<br><u>Others</u> : State Lands (CA & NV), CTC, Caltrans, NDOT, USACE, USCG, USBR         | EIR/EIS/EIS                                    |
| Nevada Stateline-to-Stateline Bikeway Project, Phase 2 (North Demonstration Project)                              | Separated shared-use path  | NV, USFS, NVSP, Washoe County                              | <u>TRPA</u> : TRPA<br><u>NEPA</u> : FHWA, USFS<br><u>CEQA</u> : n/a<br><u>Others</u> : TTD, NVSP, NDOT, USACE, IVGID,                                 | Joint EA; CE for <2,000 lf of NFS land         |
| Nevada Stateline-to-Stateline Bikeway Project, Phase 3 (Central Corridor – Sand Harbor to Round Hill Pines Beach) | Separated shared-use path, multiple phases   | NV, USFS, NVSP, Douglas County, Carson City, Washoe County | <u>TRPA</u> : TRPA<br><u>NEPA</u> : USFS or FHWA<br><u>CEQA</u> : n/a<br><u>Others</u> : TTD, NVSP, NDOT, USACE, Douglas Co., Washoe Co., Carson City | EIS/EIS  |
| Meeks Bay to Sugar Pine Point Bike Trail Project  | Bicycle trail  | CA, El Dorado County                                       | <u>TRPA</u> : TRPA<br><u>NEPA</u> : USFS<br><u>CEQA</u> : CTC, TTD, TCPUD<br><u>Others</u> : El Dorado Co.  | Minor effort; support only for NEPA compliance |

| Summary of CIP Projects                                |   |  |   |  |
|--|---|--|---|--|
| Project  | Types of Improvement  | Jurisdiction Locations   | Lead Agencies and Other Decision Makers                                   | Type of Environmental Compliance Assumed                                 |
| Regional Transit Passenger Facility Project            | Transit shelters to serve north and south shore transit systems | CA, NV, (assumed) Washoe, Placer, El Dorado, Douglas Cos, City of SLT                                      | TRPA: TRPA<br>NEPA: n/a<br>CEQA: TTD<br>Others: El Dorado Co., Placer Co. | Minor effort; possible assistance with Categorical Exemptions/Exclusions |
| Nevada Stateline-to-Stateline Bikeway Project, Phase 4 | Separated, shared-use path                                      | Included in the contract for potential future environmental tasks, but no work is authorized at this time. |   |  |
| Nevada SR 28 Project                                   | Highway safety, parking, and capacity improvements              | Included in the contract for potential future environmental tasks, but no work is authorized at this time. |   |  |

The following scope of work applies to each of the CIP projects that require either an EIR/EIS/EIS or a Joint EA. (Note: CEQA does not apply to the Nevada Stateline-to-Stateline Bikeway; it is understood that references to CEQA content and process will not be undertaken for this project.) Task 1 involves project initiation activities, scoping, collecting and reviewing existing information, and project kickoff. Task 2 involves activities necessary to prepare the draft environmental documents, including publication for public review. Task 3 is for preparation of the final environmental documents through certification and lead agency decisions. The Ascent team scope of work is detailed below, as well as in the accompanying contract price assumptions.

## Scope of Work

### Task 1: Project Evaluation, Refinement, and Initiation COST - \$271,700

The purpose of this task is to collaborate with staff of the lead agencies to obtain needed information; develop and reach agreement on methods, protocols, and schedules; and conduct activities necessary to initiate each project in a coordinated fashion.

#### Subtask 1.1: Prepare Meeting and Deliverables Schedules

Ascent will prepare a project schedule of meetings, deliverables, and major milestones for each project. The schedules will account for lead agency staff review time, approvals by each decision-making body, discussions with legal staff, and other factors, such as the holiday season that may affect the timing of meetings and deliverables.

#### Subtask 1.2: Conduct Scoping Processes

The purpose of this task is to conduct the scoping processes to inform the content and scope of the environmental documents.

- ▲ In coordination with lead agency staff, Ascent will compile and update lead agencies' lists of stakeholders and interested parties for use in distributing notices and copies of the environmental documents, as appropriate.
- ▲ Ascent will prepare and issue Notices of Preparation (NOPs) and Notices of Intent (NOIs) per CEQA/NEPA/TRPA requirements. Initial studies are not required by CEQA as part of an NOP, and Environmental Assessments are not required for NOIs; preparation of initial studies and environmental assessments for the proposed EIR/EIS/EISs are not included in this scope of services. Similarly, it is assumed that preparation of TRPA IECs is not a required step in the

EIR/EIS/EIS process. (Note: both the CEQA Appendix G checklist and TRPA IEC will be used as tools to guide preparation of the draft environmental documents.) Ascent will issue the NOPs, file with the Nevada and California State Clearinghouses, as appropriate, and send to responsible and trustee agencies. Ascent will also prepare newspaper notices and a 1 to 2 page notice of availability for distribution by TTD. It is assumed that the federal lead agency for each project will be responsible for publication of each NOI in the Federal Register.

- ▲ Ascent will conduct up to six (6) scoping meetings for the CIP projects to help determine the contents of the environmental documents. Scoping processes for projects proceeding in the same time frame will be combined to the degree practicable to achieve greater budget and schedule efficiency. Scoping meetings will be officially noticed by TTD, TRPA, and the federal lead agency in accordance with the rules and procedures of each. Ascent will prepare, if needed, sign-in sheets, speaker request cards, and written comment sheets. All posters, maps, and materials related to the specific projects will be provided by TTD. Ascent will record public and agency comments and have recordings transcribed; court reporter/recorder services are not proposed.
- ▲ For each project, Ascent will prepare draft and final Scoping Summary Reports that compile public and agency comments by topic. Preparation of written responses to scoping comments is not proposed. The final reports will be included as appendices to each environmental document.
- ▲ Based on the scoping processes, Ascent will provide guidance as to other early consultation needs for each project and process.

**Subtask 1.3: Develop Environmental Document Methodology Memoranda**

In coordination with the lead agencies and subject to TTD direction and approval, Ascent will develop and finalize the overall methodology for the environmental documents. A memorandum outlining the approach and methods related to the following specific elements of each document will be prepared for TTD approval:

- ▲ Document format and organization
- ▲ Project objectives and purpose and need
- ▲ Environmental setting for each environmental resource area
- ▲ Impact categories for each resource area
- ▲ Significance categories for each resource area
- ▲ Mitigation measures
- ▲ Significance thresholds criteria
- ▲ Alternatives
- ▲ Cumulative and growth-inducing impacts
- ▲ Public health, environmental justice, and adaptation

As part of this task Ascent will also provide recommendations for streamlining and to bolster legal defensibility.

**Subtask 1.4: Prepare Data Needs, Sources, and Acquisition Schedule Memoranda**

Ascent will confer with TTD staff to identify existing data available for use in the environmental documents and additional data needed to complete thorough analyses for each project. Ascent will identify data needs, develop schedules for acquisition, and present the information request in memoranda to TTD.

| <b>Task 1 Deliverables</b> |  |
|----------------------------|--|
| <b>1.1</b>                 | <b>Draft and final project schedules of meetings, deliverables, and major milestones</b>   |
| <b>1.2</b>                 | <b>Lists of stakeholders and interested parties</b>  |
|                            | <ul style="list-style-type: none"> <li>▲ Draft and final Notices of Preparation/Intent and newspaper notice</li> <li>▲ Up to six (6) Scoping Meetings</li> <li>▲ Scoping Meeting materials (sign-in sheets, comment cards, comment sheets)</li> <li>▲ Draft and final Scoping Summary Reports</li> </ul> |

|   |
|---|
| 1.3 Draft and final methodology memoranda |
| 1.4 Data needs and acquisition memoranda  |

## **Task 2: Preparation of the Draft Environmental Documents COST - \$1,459,013**

The purpose of this task is to prepare comprehensive and legally defensible environmental documents for the CIP projects. Subtasks involved in this effort are described below.

### **Subtask 2.1: Prepare Administrative Draft Environmental Documents**

The Ascent team will prepare administrative draft documents for internal staff and team review. The analyses will focus on up to four alternatives for each project, including the proposed project and the No Project Alternative. Each alternative will be evaluated with respect to each key impact categories reviewed for the proposed projects. The documents will discuss all significant and less-than-significant impacts, and any beneficial effects. Text will be written in clear and concise language, and tables and graphics shall be used to illustrate findings.

The following describes the specific topical areas to be addressed, the general approach to be used, and the known issues to be addressed for each chapter and section recommended for analysis in the environmental documents.

#### ***Chapter 1. Summary***

This chapter of each document will include the following: (a) a summary description of the proposed project and alternatives; (b) key environmental issues; (c) areas of controversy; (d) issues to be resolved; and (e) a summary of impacts and mitigation measures. This chapter will also include a summary “table” format used to identify for each alternative evaluated the impact, the level of significance before mitigation, applicable mitigation measures, and the significance after mitigation. A summary of the alternatives analyses will also be presented, as will a summary table comparing the significance of impacts by alternative.

#### ***Chapter 2. Introduction***

The introduction chapter of each document will form a clear and concise context for both the project and the environmental analysis. Each introduction chapter will include the following: (a) a description of the lead agencies and other involved and interested agencies; (b) purpose and need for the project; (c) intended uses of the environmental analysis, including a list of other agencies expected to use the document in decision making; (d) the scope of the document; (e) definition of baseline; (f) basis for significance criteria; (g) background and history; (h) definition of terms used in the document; and (i) a description of the project review and environmental review process of each lead agency.

#### ***Chapter 3. Project Description and Alternatives***

Each document will contain a thorough description of the proposed project. This chapter will identify project location, elements, and construction and operational characteristics in an appropriate level of detail and to the degree that they are known. A clear and concise list of project objectives will form the context for the projects and the environmental documents. Maps, graphics, and tables will be used, as appropriate, to adequately convey the entirety of each proposed action.

Alternatives to each proposed project will be described in sufficient detail for comparative analysis. It is assumed that alternatives will include the no project alternative and up to two additional alternatives, for a total of four alternatives for each document. This chapter will also include discussion of alternatives considered but rejected from detailed analyses, if any, and the advantages and disadvantages of each alternative and the reasons for rejecting or recommending it for further analysis.

#### ***Chapter 4. Affected Environment, Environmental Consequences, and Mitigation Measures***

This chapter will constitute the heart of each environmental document. It will begin with a discussion of the approach to the environmental analysis, summarizing overall methodology and framework for the technical analyses. This chapter will be further divided into technical sections which address the contents of the environmental analysis by issue. While some sections of the environmental document may include detailed analyses, data, modeling output, or other support material that is more appropriately included in appendices, our approach is to include all analysis in the technical sections of the environmental document, rather than produce a series of stand-alone technical studies.

Each technical section of the environmental document will include the following subsections: Affected Environment, Regulatory Setting, Standards of Significance, Environmental Consequences, and Mitigation Measures. Technical issues to be addressed in each environmental document include the following topics. Some topics that clearly do not include significant effects may be addressed briefly in an “effects found not to be significant” section within the chapter. Topics where potentially significant effects on the environment may occur will be addressed in their own sections. The list of topics consists of:

- ▲ Land Use
- ▲ Traffic and Transportation
- ▲ Air Quality
- ▲ Greenhouse Gas Emissions and Climate Change
- ▲ Noise
- ▲ Biological Resources
- ▲ Agriculture and Forest Resources
- ▲ Hydrology and Water Quality
- ▲ Geology, Soils, Land Capability and Coverage
- ▲ Recreation
- ▲ Public Services and Utilities
- ▲ Human Health and Risk of Upset
- ▲ Scenic Resources
- ▲ Cultural Resources
- ▲ Population, Housing, Socioeconomics and Environmental Justice
- ▲ Cumulative Impacts

#### ***Chapter 5. Other CEQA, NEPA, and TRPA-Mandated Environmental Sections***

This chapter will include the following CEQA, NEPA, and TRPA-mandated sections, as appropriate:

- ▲ Cover Sheet
- ▲ Effects Found Not to Be Significant
- ▲ Significant Environmental Effects Which Cannot Be Avoided
- ▲ Relationship Between Short-Term Uses of the Environment and Maintenance and Enhancement of Long-Term Productivity
- ▲ Irreversible and Irretrievable Environmental Commitment of Resources
- ▲ Growth-Inducing Impacts
- ▲ Environmentally Superior/Environmentally Preferred Alternative
- ▲ Consequences for TRPA Environmental Threshold Carrying Capacities
- ▲ Compliance with Applicable Federal Laws and Executive Orders and State Laws and Regulations
- ▲ Agency Consultation and Coordination
- ▲ Index

#### ***Chapter 6. Report Preparers***

This chapter will identify lead agency and consultant team staff who prepared each environmental document.



## Chapter 7. References

This chapter will list the cited information and persons consulted.

### Technical Appendices

Technical appendices for each document will include the NOP/NOI and Scoping Summary Report. In addition, certain resource areas may require detailed information that is better presented as technical appendices and summarized in the body of the environmental documents rather than included in their entirety.

### Subtask 2.2: Prepare Screencheck Draft Environmental Documents

Based on one set of consolidated comments for each document, Ascent will revise the administrative draft documents. A "screencheck" draft of each document will be provided to TTD for final review prior to production of the public draft editions.

### Subtask 2.3: Prepare Public Review Draft Environmental Documents

Ascent will respond with minor changes based on one consolidated set of final comments and reproduce the public draft environmental document for each project. Ascent will update the stakeholder and interested parties list, publish hard copies (invoiced separately at cost as incurred), burn CDs, and prepare an electronic copy for submittal to TTD. Ascent will prepare the Notices of Completion and file with the California and Nevada State Clearinghouses, as appropriate, in accordance with the requirements of each. Ascent will prepare the Notices of Availability for publication by TTD in a newspaper of general circulation and for distribution to stakeholders and interested parties. It is assumed that the federal agency for each project will be responsible for publication of each EIR/EIS/EIS in the Federal Register.

### Subtask 2.4: Conduct Public Hearings/Workshops on the Draft Environmental Documents

Ascent will attend up to six (6) public hearings/workshops on the draft environmental documents. The purpose of this task is to help inform the public of the objectives, characteristics, and impacts of the projects, the environmental review processes, alternatives considered, and to keep the public engaged in the transportation program. These meetings may be before one or more governing bodies (e.g., TTD Board, TRPA Governing Board), or may be public workshops. Ascent staff will attend the hearings/workshops; attend one "dry run" for each that would occur before a governing body, if needed (3 are assumed for purposes of this proposal); prepare meeting materials, graphics, and PowerPoint presentations needed for the meetings. Ascent will record public comments in note form, and provide a summary of comments after each meeting court reporter/recorder services are not included in this scope or budget. Noticing for the hearings/workshops will be the responsibility of the lead agencies.

| <b>Task 2 Deliverables</b>  |  |
|---|--|
| <b>2.1 Administrative draft environmental documents for internal review by the lead agencies</b>  | ▲20 hard copies and 20 CDs for each project  |
| <b>2.2 Screencheck draft environmental documents</b>  | ▲up to 3 hard copies and electronic versions for each project  |
| <b>2.3 Draft environmental documents and technical appendices in MS Word and PDF format. (number of hard copies and CDs will be determined in advance of task completion)</b> | ▲Updated list of stakeholders and interested parties<br>▲Notices of Completion<br>▲Draft and final Notices of Availability |
| <b>2.4 Up to six (6) Public Hearings/Workshops for all projects, plus up to three (3) "dry run" sessions for hearings before governing bodies</b>                             | ▲Public Hearing/Workshop materials (sign-in sheets, comment cards, comment sheets), if needed                              |

### **Task 3: Prepare Final Environmental Documents COST - \$197,118**

The purpose of this task is to prepare final environmental documents that include responses to all written and oral comments received from agencies and the public on the draft documents, and changes to the draft documents.

#### **Subtask 3.1: Evaluate Comments on Draft Environmental Documents, Develop Response Strategy, Respond to Comments**

After comments on the Draft environmental documents are received, Ascent will, for each document, prepare a list of commenters, compile and organize the comments, review the comments and meet with TTD to discuss and to develop a strategy for responses. Required budget for preparing the responses for each document is not yet known and is not included in this initial contract amount. This approach is recommended because the level of effort to respond to comments is difficult to predict in advance of comment review and assessment. Through this review approach, Ascent and TTD will reach agreement on the scope of the effort for each document, and the contract will be amended accordingly.

#### **Subtask 3.2: Prepare Administrative Final Environmental Documents and MMRPs**

Each administrative final environmental document will include the following components: an introductory chapter; all text revisions to document chapters with modifications indicated by redline/strikeout or margin lines; a list of persons, organizations, and public agencies commenting on the draft documents; enumerated comment letters and public hearing notes; and responses to the significant environmental points raised in comments received on the draft documents.

This task also includes preparation and submittal of draft Mitigation Monitoring and Reporting Plans (MMRPs). Each MMRP will include a list of all design features incorporated into each project. The MMRPs will list additional mitigation measures for significant effects and identification of: the individuals or organization responsible for monitoring and/or reporting; individuals or organizations responsible for verifying compliance; the timing when each mitigation measure shall be implemented; and the frequency and duration of required monitoring (if necessary). The MMRPs will be provided in a "matrix" format.

#### **Subtask 3.3: Prepare and Release Final Environmental Documents and MMRPs**

The purpose of this task is to prepare the final environmental documents for use in lead agency decision-making. Based on one set of consolidated comments, Ascent will revise the administrative final environmental documents. Screencheck final documents will be provided to the lead agencies to briefly (e.g., 1 week) review prior to production of the public edition.

Ascent will provide minor changes based on any last-minute comments publish hard copies (invoiced separately at cost as incurred), burn CDs, and prepare an electronic copy for submittal to and distribution by TTD. Ascent will also prepare a final MMRP document based on one set of consolidated comments from the lead agency. It is assumed that the federal lead agency for each project will be responsible for publication of each Final EIR/EIS/EIS in the Federal Register.

#### **Subtask 3.4: Prepare Findings**

Ascent will prepare draft and final Findings of Fact for CEQA purposes, and Statement of Overriding Considerations (SOC), if necessary. If the project is approved, Ascent will prepare and file the Notice of Determination (NOD) and file with the California State Clearinghouse. It is assumed that each Federal lead agency will prepare Records of Decision (ROD) for NEPA purposes. It is assumed that the NEPA lead agency will post the ROD in the Federal Register. (Note: It is assumed that TTD will prepare any required TRPA findings for approval of the CIP projects.)

### Subtask 3.5: Project Approval, Certification Hearings

Ascent's project manager and principal-in-charge will attend up to six (6) public and board/commission meetings for the CIP projects and up to three (3) "dry run" preparatory sessions. Ascent will be prepared to make presentations about the environmental process and findings, and answer questions from lead agency decision-makers, as appropriate.

| <b>Task 3 Deliverables</b> |  |
|----------------------------|--|
| <b>3.1</b>                 | <b>Draft responses to comments (electronic submittal for review and discussion)</b>  |
| <b>3.2</b>                 | <b>Administrative final environmental documents and draft MMRPs</b><br>▲(20 hard copies and 20 CDs for each project)   |
| <b>3.3</b>                 | <b>Screencheck final environmental documents</b><br>▲up to 3 hard copies and electronic versions for each project<br>▲Final environmental documents and final MMRPs in MS Word and PDF format.<br>(number of hard copies and CDs will be determined in advance of task completion)<br>▲Updated list of stakeholders and interested parties |
| <b>3.4</b>                 | <b>Draft and final CEQA Findings, NOD, and Statement of Overriding Considerations, if needed, for each project</b>   |
| <b>3.5</b>                 | <b>Up to six (6) Project Approval, Certification Hearings and up to three "dry run" preparatory sessions</b><br>▲Notices of Determination  |

### Task 4: Project Management, Coordination, and Meetings COST - \$313,460

The purpose of this task is to effectively manage the project schedule, budget, invoicing, contracts, and subcontracts. Ascent's project manager and principle-in-charge will devote effort each month to ensure an efficient and timely process for execution of the environmental process for the CIP projects. This includes preparation of monthly written progress reports (1 to 2 pages each) to TTD staff and close coordination with TTD about project management issues, as needed.

Ascent will also attend and participate in meetings necessary for the successful completion of the EIR/EIS. Ascent will attend in-person meetings at TTD offices once per month, participate in teleconference meetings once per month, and be available for additional special purpose meetings. Ascent will prepare agendas for the meetings and provide summary minutes following the meetings. Other meetings may be attended on a time-and-materials basis or with a contract amendment with prior authorization by TTD.

Ascent will maintain electronic copies of references cited in the CIP environmental documents and will make referenced material available during public review. Ascent will submit electronic copies of references to TTD for project files upon completion of the environmental process.

| <b>Task 4 Deliverables</b>  |
|---|
| ▲Bi-monthly in-person meetings and meeting notes<br>▲Weekly teleconference meetings and meeting notes for key decisions<br>▲Teleconferences with key staff, as needed<br>▲Monthly, written progress reports (electronic file)<br>▲References cited (electronic files) |

### Task 5: Additional Environmental Support COST - \$9,800

Ascent will provide limited environmental assistance and support to TTD for environmental review clearance for the Regional Transit Passenger Facility Project and the Meeks Bay to Sugar Pine Point

Bike Trail Project. As described above, CEQA compliance for the Meeks Bay to Sugar Pine Point Bike Trail has been completed, but minor assistance from Ascent for NEPA compliance may be required. The appropriate environmental documentation for the Regional Transit Passenger Facility Project is anticipated to be Categorical Exemption under CEQA and Categorical Exclusion under NEPA. Ascent will assist TTD with documentation assistance to support notices of exemption. For purposes of this scope of work, 64 technical hours are assumed for assistance with these smaller projects.

| <b>Task 5 Deliverables</b>  |
|---|
| ▲ Assistance with NEPA compliance for Meeks to Sugar Pine (assumed CE or limited input to EA) |
| ▲ Documentation to support NOE for Regional Transit Passenger Facility Project                |

**PRIME DIRECT COST (Reproduction, maps/supplies, postage/delivery, public hearing transcripts, drilling) - \$44,600**

**SUBCONSULTANT MARK-UP - \$59,219**

**TOTAL COST \$2,354,910**

## Contract Price Assumptions

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The contract price for the Programmatic Environmental Analysis of the Tahoe Transportation Program and Associated Capital Projects is presented in the following spreadsheets. The total price includes the scopes of work for the RTP/SCS EIR/EIS and CIP Projects Environmental Documents. The precise cost of each environmental document relies on numerous assumptions and decisions about coordination with project designers, technical study requirements, lead and other agency needs, interagency coordination and public involvement strategies, status of already contracted work, and availability of data. With the objective of promoting clarity about the contract price, the following assumptions explain the basis for the price and effort to implement the two scopes of work. Assumptions apply to both scopes of work, except as specifically noted.

- 1. CIP Project Status.** The price reflects the status of the CIP Projects, as explained at the contract negotiation meeting of April 13, 2011.
- 2. Compliance with CEQA, NEPA, and TRPA.** The price assumes that RTP/SCS EIR/EIS will be prepared in compliance with CEQA and TRPA code and rules. The CIP Projects Environmental Documents will be prepared consistent with TRPA code and rules, NEPA, and, for projects in California, CEQA. NEPA compliance will be based on the lead agency procedures (either U.S. Forest Service, FHWA, FHWA delegated to Caltrans, or FTA, as noted in the scope of work). Environmental, TRPA and other permit applications and approvals are not included in the scope of work.
- 3. Schedule.** The price is based on the schedule included within these scopes of work. Should significant delay occur (more than 120 days) for reasons beyond Ascent's control, a budget amendment or additional charges may apply to the remaining work, based on labor rates in effect at that time.
- 4. Document Review Cycles.** Review cycles for preliminary versions of environmental documents are specified in the scopes of work. Additional review cycles or additional versions of administrative or other drafts are assumed to not be needed, but can be added, if desired, with a budget amendment.
- 5. Consolidated Comments.** TTD will provide Ascent with one set of consolidated, non-conflicting comments from TTD/TMPO/TRPA and Federal lead agencies on administrative draft deliverables that are submitted for review to facilitate the overall schedule. If conflicts arise between comments from lead agencies, TTD will reconcile the conflicts and advise Ascent about the appropriate direction.
- 6. Coordination Meetings and Conference Calls.** A total number of meetings and conference calls is included for each scope of work. Meetings include coordination meetings with TTD/TMPO/TRPA and the Federal lead agencies, as well as other special-purpose meetings. For coordination meetings, the level of effort is assumed to include up to 6 hours per person for preparation, meeting attendance, and notes. Participation by an Ascent principal, project manager, and/or one technical specialist is assumed for each meeting. For conference calls, the level of effort of 3 hours per person per conference call is assumed. Other special-purpose meetings may include stakeholder meetings, technical advisory committee meetings, regulatory agency meetings, or other in-person meetings. Scopes of work assume 4 hours per person per special-purpose meetings. Subconsultant attendance is also detailed in cost proposal.

For purposes of scope and budget, Ascent assumes one coordination meeting and one conference call monthly, plus 12 additional special purpose meetings over the course of a 30-

month work program. All environmental documents active at the time (whether for the RTP/SCS or CIP Projects) are assumed to be addressed during each meeting/conference call. For budgeting purposes, the first 12 months of the meetings/conference calls are included in the RTP SCS EIR/EIS budget, and the remaining meetings/conference calls are in the CIP Projects Environmental Documents budget. Ascent will track and report the use of coordination meetings and conference calls on monthly invoices. If the number of meetings or calls or the required level of effort exceed what is included in the contract price, additional meetings and calls can be added with a budget amendment. For scoping and public meetings, please refer to item No. 18 below.

7. **Cost Allocation to Tasks.** Costs have been allocated to tasks to determine the total budget. Ascent may reallocate costs among tasks and between documents, as needed, as long as the total budget is not exceeded.
8. **Final Environmental Review Documents.** The final environmental review documents (i.e., Final EIR/EIS, Final EIR/EIS/EIS, or EA/FONSI/FONSE) will consist of the unmodified draft environmental review document, plus a Responses to Comments Addendum that includes an introductory chapter; a list of persons, organizations, and public agencies commenting on the draft environmental document; enumerated comment letters and public hearing comments; responses to the significant environmental points raised in comments received on the draft environmental document; all text revisions to the draft environmental document assembled in a chapter with modifications indicated by redline/strikeout or marginal lines; and a revised/final Mitigation Monitoring and Reporting Plan. Reproduction and modification of the draft environmental document is assumed to not be needed.
9. **Responses to Public Comments.** Ascent will, for each environmental document for which written responses to comments are required, prepare a list of commenters, compile and organize the comments, review and evaluate the comments, and meet with TTD to discuss and develop a strategy for responses. Written responses to comments are not included in the budget at this time, because the number and complexity of public comments are unknown, and therefore, the level of effort to respond to comments is speculative to predict in advance. Through this review approach, Ascent and TTD will reach prior agreement on the cost of the effort for each document, and the contract will be amended accordingly.
10. **Litigation Support.** The proposed scope of work does not include labor, reproduction, or other costs after the filing of a lawsuit, if any of the environmental documents are challenged. Ascent is available to assist in the lead agency's response to a lawsuit, subject to an amendment to the contract and budget. Assembly of an administrative record or project record, whether needed for litigation or other purposes, is not included in the budget, but can be added with a budget amendment.
11. **Infrastructure Plans and Project Description Information.** The CIP Projects Environmental Documents scope of work and budget are based on the assumption that the infrastructure plans/preliminary designs at a level necessary for environmental analysis, typically 20 to 30% design, and related project description information (such as construction timing and activities, ridership data for transit facilities, operational characteristics, and construction cost), for proposed transportation projects and alternatives are provided as work products of other engineering contracts. It is assumed that all project facilities will have been designed and that drawings and CADD files suitable for 3D modeling will be available for photo simulations (see technical studies note below).

It is assumed that project description and supporting information required for a complete TRPA application (e.g., project plans and designs, building and structure elevation drawings, land capability and coverage verifications and calculations for each alternative, soils hydrology analysis) for each CIP project will be provided by project designers and will be available at the onset of project environmental review. If elements of the TRPA applications are not yet complete, they can be added at a later date, if desired, with a contract amendment.

- 12. Approval of the Project Description and Alternatives.** During early work for each environmental document, Ascent will secure approval of the RTP/SCS and CIP project descriptions and descriptions of alternatives from TTD. The characteristics of the projects will be consistent with the presentation in the scopes of work. If the scope and/or character of the project and/or alternatives descriptions are substantially different than assumed in the scopes of work, Ascent will consult with TTD about whether the scope and price of the environmental analysis needs to change. After the descriptions of the projects and alternatives are approved by TTD for use in the environmental documents, it is assumed they will not change during the course of environmental analysis and document preparation. If changes are necessary, amendment of the budget will be needed to the extent that already completed analysis and document preparation needs to be revised or redone.
- 13. Stakeholder List.** Stakeholder lists are assumed to be refined from existing lists provided by TMPO and TTD staff. For the CIP Projects Environmental Documents, stakeholder list preparation assumes that, with direction from the consultant team, TTD staff will conduct the parcel database search and provide contact information for affected properties within 300 feet of the alternatives being considered for each of the CIP projects.
- 14. Notice of Preparation and Notice of Intent.** The NOP for the RTP/SCS EIR/EIS and the NOP and NOI for the CIP Projects Environmental Documents are included in the scope of work. They will contain a brief project description, project location, and list of probable environmental effects, but will not include analysis in the form of an Initial Study or Initial Environmental Checklist. This task assumes that one draft and a final notice responding to one consolidated set of agency comments will be prepared. This task also includes preparation of a newspaper notice for posting in local newspapers by TTD. Ascent will file NOPs/NOIs with the California and Nevada State Clearinghouses. The following is assumed for the NOPs/NOIs for the CIP Projects Environmental Documents:
- /// Maps depicting conceptual alternatives for each of the CIP projects have been prepared and can be incorporated into the NOPs/NOIs with limited modifications.
  - /// General narrative descriptions of each of the CIP projects are readily available.
  - /// The NEPA lead agency will publish the NOIs in the Federal Register.
- 15. References Cited in Environmental Documents.** Ascent will maintain electronic copies of reference documents or portions of documents cited in the RTP/SCS EIR/EIS and CIP Projects Environmental Documents and will make the electronic files available during public review. Ascent will submit electronic copies of references to TTD for project files upon completion of the environmental process.
- 16. Technical Studies.** It is assumed that, with a few noted exceptions, the scope of work includes analyses conducted to prepare the environmental documents. The analyses may generate technical appendices, but are not assumed to produce stand-alone reports. Specialty studies required as part of the project planning and design process are assumed to be prepared under other contracts and provided to Ascent or may be included in the Ascent scope of work as optional tasks, with approval by TTD. Specialty studies provided to Ascent are assumed to be adequate for use in preparing setting, impacts, and mitigation sections covering relevant topics in the environmental documents. These specialty studies include technical reports required as part of the Caltrans, FTA, and USFS processes.

For two of the five CIP projects (the Fanny Bridge – CA SR 89 Realignment Project and the U.S. 50 Stateline Realignment Project), it is assumed that Caltrans-required technical studies have been completed, are already contracted, or will be contracted to be completed under separate contract. It is assumed that the Caltrans-required stand-alone technical studies will cover the full extent of the Area of Potential Effect (APE) and footprint of the action alternatives for the two projects (including those portions that extend onto federal, state, private, and State of Nevada

lands) and will address the following resources: biology (Natural Environment Study and Biological Assessment); cultural resources; Community Impact Assessment; Relocation Impact Study; Visual Impact Assessment; floodplain encroachment report; hazardous waste; water quality; air quality (including Air Quality/Transportation Conformity); noise; traffic; and Section 4(f). It is assumed that these reports will be comprehensive in their field survey such that additional field efforts to obtain baseline data to support completion of the EIR/EIS/EIS for these two projects will be limited to up to a one-day field reconnaissance effort for individual resource experts. It is assumed that the Visual Impact Assessment studies for these two projects will include photo simulations of suitable quality and viewpoint locations such that additional photo simulations would not be required to satisfy TRPA's scenic assessment requirements for the EIR/EIS/EISs. These studies will have been reviewed and approved by Caltrans in a timeframe that will allow information to be drawn from them within a reasonable amount of time prior to release of the administrative draft environmental documents for these projects. The information from these studies will be peer reviewed and incorporated into the EIR/EIS/EISs for the two projects.

Although it is anticipated that visual simulations for the remaining three CIP projects (North Demonstration Project, Lake Tahoe Waterborne Transit Project, and the central corridor [Phase 3] of the Nevada Stateline-to-Stateline Bikeway Project) will be required, the number, nature, and location of required simulations is not possible to predict without additional project detail, and input from TRPA and other agencies, as appropriate. Visual simulations are not included in, but can be provided with an amendment to the scope of work and budget when additional project detail is available and after consultation with appropriate agencies.

This scope of work does not include the preparation of USFS Specialist Reports (e.g., Noxious Weed Risk Assessment [NwRA], Biological Assessment [BA], Biological Evaluation [BE], or Heritage Resources Report) that would likely apply to four of the five CIP projects, focused fish studies, wetland delineations, carbon monoxide (CO) hot spot modeling, or health risk analyses. It is Ascent's understanding, however, that the USFS Specialist Reports are desired under this contract and will be scoped and priced separately as options to the Ascent contract after TTD-facilitated coordination with appropriate agencies, so that fieldwork for the two near-term projects where National Forest System land would be affected (the Fanny Bridge – CA SR 89 Realignment Project and the North Demonstration Project) can be completed in Summer 2011. Protocol biological surveys are not currently included in the scope and budget. These technical studies can be completed by qualified Ascent team members, if required, with an amendment of scope and budget after coordination with lead agencies and other regulatory or resources agencies to determine the most efficient and cost effective approach to completing these baseline studies.

17. **Section 106 Process and Reports.** The budget assumes that resources encountered by each project are either found not to be eligible, or if eligible or listed on the registers, are subject to a finding of no effect or no adverse effect without the need for subsurface investigations or other more intensive cultural resources data gathering beyond the initial survey reports for the projects. If subsurface investigations, more intensive cultural resources data gathering, a determination of adverse effect, and/or mitigation in response to an adverse effect determination are needed, further analysis, consultation, and documentation of cultural resources could be prepared after approval of a contract and budget amendment.
18. **Section 4(f) Evaluation and Reporting.** The CIP Projects Environmental Documents scope of work assumes that Section 4(f) resources are either not encountered by the projects or, if encountered, would qualify for a de minimis finding, after avoidance, minimization, and mitigation measures. A detailed Section 4(f) analysis of avoidance alternatives is assumed to not be needed.
19. **Scoping Meetings and Public Hearings.** For the RTP/SCS EIR/EIS, two (2) scoping meetings, two (2) draft EIR/EIS public comment meeting, and two (2) public meetings during the final EIR/EIS/plan approval process are assumed. For the CIP Projects Environmental Documents, up to six (6) scoping (for the whole CIP program), six (6) draft environmental document (for the whole



CIP program), and six (6) final environmental document (for the whole CIP program) public meetings/hearings are assumed. Up to six (6) "rehearsal" presentations (generally 3 allocated to draft review hearings and 3 to final approval hearings) with TRPA executive staff and TTD staff are also included. Consultant team will be responsible for a presentation at each meeting, preparation of meeting materials (e.g., sign-in sheets, comment cards, and handouts) and recording meeting notes. Use of public meetings will be tracked and reported in monthly invoices. Additional public meetings and rehearsal meetings can be added with an amendment to the budget.

20. **Scoping Report.** The Scoping Report will document from whom comments were received during the NOP and NOI review period, summarize comments received, and note the disposition of those comments and the section(s) in the document where those issues will be addressed. Written responses to individual comments are not proposed.
21. **Scope of Analysis.** Budget and schedule assumes that no new substantive issues, alternatives, or areas of research will be identified through the scoping process.
22. **Timing of CIP Projects.** The scope and budget for the CIP Projects Environmental Documents assume that documents will be prepared in a coordinated manner, either simultaneously and/or in rapid succession so as to maximize efficiency through combined scoping processes, field studies, research, coordination, meetings, and other project efforts. For purposes of this contract price, it is assumed that all documents have commenced by July 1, 2011 and are completed by December 31, 2013. This time can be extended, as needed, but may require budget augmentation for additional coordination and management time.
23. **Traffic Modeling and Analysis.** The scope and budget for the RTP and SCS EIR/EIS assumes that existing technical data, including traffic, transit, and land use data, will be provided by TTD/TMPO staff. All necessary travel demand model runs will be performed by TRPA/TMPO staff, based on traffic model specifications prescribed by Fehr & Peers. The specifications will include validation tests to determine compliance with 2010 RTP Guidelines, recommended calibration/validation adjustments, and details for generating forecasts for each alternative. TTD/TRPA/TMPO staff will collaborate with Fehr & Peers as needed regarding other key inputs such as significance criteria, policy consistency, mitigation strategies, and other factors.
24. **Hydrology and Water Quality Analysis.** The scope and budget assumes that existing technical data and information will be provided, including: watershed and hydrologic conditions such as drainage topography, drainage tributary areas, soils information, impervious coverage, flow routing, groundwater levels, water management practices, and SEZ conditions. In addition, it is assumed that preliminary plans, drainage reports, and all calculations to support the identification and evaluation of project effects on hydrology and water quality will be provided, including any appropriate hydrologic and water quality modeling. Such data will include potential changes in runoff quantities and routing, and technical analyses supporting the effectiveness of proposed temporary and permanent water quality protection measures in the context of the TMDL – i.e., long-term hydrologic and pollutant loads. The scope does not include any original data collection or modeling. For the US 50 project specifically, it is assumed that consistent and integrated information on stormwater runoff conditions for the four applicable Tahoe Basin jurisdictions regulated under the TMDL (Caltrans, NDOT, Douglas County, and the City of South Lake Tahoe) are readily available. For the Waterborne Transit project specifically, it is assumed that no substantial new facilities would be proposed, and any existing land-based facilities used for the project would require simple BMP retrofits to meet water quality standards and would not require detailed stormwater runoff analysis related to the TMDL.
25. **Reproduction Costs.** Reproduction costs for the administrative drafts of work products for lead agency review and comment are included in the contract price. Reproduction of public versions of draft and final environmental documents will cost the same as charged by the print vendor (i.e., passed through at cost without markup or fee); however, because the number of copies, length,

and extent of color graphics are not known, the costs will be additional to the current contract price. Ascent will advise TTD of the print vendor's cost estimate and receive TTD concurrence prior to giving authorization to the vendor to print.