

TOWN COUNCIL STAFF REPORT

Subject: Authorize a professional services agreement with Ascent Environmental for Mammoth Mountain Main Lodge Redevelopment Project CEQA/NEPA analysis

Meeting Date: June 16, 2021

Written by: Chandler Van Schaack, Senior Planner

RECOMMENDATION:

Authorize the professional services agreement with Ascent Environmental, Inc., subject to the Town Attorney's approval and finalization of the agreement, for preparation of CEQA/NEPA analysis as described in **Exhibit A** of the agreement included as **Attachment A**.

BACKGROUND/ANALYSIS:

The Community and Economic Development Department maintains a pre-qualified list of consulting firms to conduct California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) review on an as-needed basis. Staff sent a Request for Proposals to four of our pre-qualified consulting firms and received one proposal for the project from Ascent Environmental Inc. (Ascent). Staff reviewed the proposal from Ascent and determined that it met the required CEQA/NEPA analysis components and Ascent was qualified to complete this work based on their extensive background providing environmental review for similar projects and familiarity with the community and prior work within the project area related to NEPA analysis prepared for the Main Lodge Base Exchange which was completed in 2018. Additionally, Ascent was selected based upon their availability, understanding of the project, methodology, qualifications, budget, and schedule. Because of the complexity of the project and the need to commence field studies prior to finalization of certain project elements, Ascent has proposed a two-phase scope. Phase 1 primarily involves scoping and fieldwork while the weather permits. Tasks included in this phase will include team meetings, meetings with resource agencies, preparation of scoping documents, early public input, and refinement of the work program for the second phase based on the location and extent of project improvements. Phase 2 will involve preparation of a joint EIR/EIS. The current proposal is for Phase 1 only and includes a cost of \$222,556. Staff is requesting the Council authorize the Agreement which will allow the environmental documentation to progress on schedule.

OPTIONS ANALYSIS

Option 1: Authorize the execution of a professional services agreement with Ascent Environmental Inc., for the Main Lodge Redevelopment project environmental documentation subject to the Town Attorney's approval and finalization of the agreement.

Option 2: Do not authorize the execution of a consulting agreement with Ascent Environmental Inc.

FINANCIAL CONSIDERATIONS:

The total project cost associated with the current Phase 1 scope of work is \$222,556. The project applicant will provide the Town the full amount required for completion of the scope of work upon approval of the professional services agreement. The Town will be responsible for paying invoices from Ascent Environmental, Inc. for the CEQA/NEPA services outlined in the scope of work. Once the scope of work for the second phase has been finalized, staff will prepare a separate consulting agreement for Town Council approval.

LEGAL CONSIDERATIONS:

The Town Attorney has reviewed the attached consulting agreement and will work with staff and the consultant to finalize the agreement.

ATTACHMENTS

Attachment 1:	Draft Consulting Agreement: Ascent Environmental, Inc.
Exhibit A:	Scope of Work
Exhibit B:	Preliminary Schedule
Exhibit C:	Fee Summary

Attachment 1
Draft Professional Services Agreement: Ascent
Environmental, Inc.

TOWN OF MAMMOTH LAKES
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 16th day of June, 2021, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite 230, Mammoth Lakes, California, 93546 (“Town”) and Ascent Environmental, Inc., a Californiacorporation, with its principal place of business at 455 Capitol Mall, Suite 300, Sacramento, CA, 95814, (“Consultant”). Town and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional environmental consulting services required by the Town on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional environmental consulting services to public clients, is licensed in the State of California, and is familiar with the plans of Town.

2.2 Project.

Town desires to engage Consultant to render such professional environmental consulting services for The Mammoth Mountain Main Lodge Redevelopment project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional environmental consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from June 2, 2021 to December 31, 2023, unless earlier terminated as provided herein. The Town shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Town and shall at all times be under Consultant's exclusive direction and control. Neither Town, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Town shall respond to Consultant's submittals in a timely manner. Upon request of Town, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Town.

3.2.4 Substitution of Key Personnel. Consultant has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Consultant cannot agree as to the substitution of key personnel, Town shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Town, or who are determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Town. The key personnel for performance of this Agreement are as follows: Gary Jakobs, President.

3.2.5 Town's Representative. The Town hereby designates Sandra Moberly, Community & Economic Development Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for review and approval of all products submitted by Consultant but not the authority to enlarge the

Scope of Work or change the total compensation due to Consultant under this Agreement. The Town Manager shall be authorized to act on Town's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Town Manager, Town's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Gary Jakobs, President, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Town, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Town, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with

such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers’ Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000 per claim and in the aggregate. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Town for approval.

(A) The policy or policies of insurance required by Section 3.2.10.2(A), Commercial General Liability shall be endorsed to provide the following:

- (1) Additional Insured: Consultant agrees to endorse the third party general liability coverage required herein to include as additional insureds Town, its officials, employees, agents, and volunteers, using standard ISO endorsement No. CG 2010 with an edition date of 2010 or similar form. This provision shall also apply to any excess/umbrella liability policies. Consultant also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Project contemplated by this Agreement to do likewise.

(B) The policy or policies of insurance required by Section 3.2.10.2(C), Workers' Compensation, shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Town. If such coverage

is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension. Contractor shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to the Town for review.

3.2.10.11 Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums shown above, Town requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Town.

3.2.10.12 Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Town and approved of in writing.

3.2.10.13 Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately

to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

3.2.10.14 Timely Notice of Claims. Consultant shall give the Town prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed two hundred twenty two thousand five hundred fifty six dollars (\$222,556) without written approval of the Town Council or Town Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The Project may require additional work not included hereunder, which may be known as "Phase 2" of the Project. The Parties agree that Phase 2 work is not part of the scope of this Agreement, but that a separate agreement or amendment hereof may be negotiated in the event that Town wishes to retain Consultant to perform the Phase 2 work.

3.3.2 Payment of Compensation. Consultant shall submit monthly invoices. Town shall pay all undisputed amounts within 30 days of the receipt of each invoice.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Town, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit “C” may be adjusted each year at the time of renewal as set forth in Exhibit “C.”

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Town may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Town, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Ascent Environmental, Inc.
455 Capitol Mall, Suite 300,
Sacramento, CA, 95814
ATTN: Gary Jakobs, President

Town: Town of Mammoth Lakes
PO Box 1609

437 Old Mammoth Road, Suite 230
Mammoth Lakes, CA 93546
ATTN: Sandra Moberly, Community and Economic
Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Town. Town shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Town's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

3.5.3.3 Confidential Information. The Town shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the Town's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Town shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give Town

written notice of Consultant's objection to the Town's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the Town, and its officers, directors, employees, agents, and volunteers, from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Town shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with Town's choice of legal counsel), and hold Town harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Town release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

3.5.6.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, but only to the extent actually caused by the negligent or reckless acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses.

3.5.6.2 Additional Indemnity Obligations. Consultant shall defend, with counsel of Town's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Consultant shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials, officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Mono County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 Town's Right to Employ Other Consultants. Town reserves the right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Town include its elected officials, directors, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Town's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Town. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

TOWN OF MAMMOTH LAKES

ASCENT ENVIRONMENTAL, INC.

By: _____
Bill Sauser, Mayor

By: _____
Gary Jakobs, President

Attest:

By: _____
Amanda Olekszulín, Treasurer

By: _____
Jamie Gray
Town Clerk

Approved as to Form:

By: _____
Andrew Morris
Town Attorney

EXHIBIT "A"
SCOPE OF SERVICES

PROPOSED SCOPE

The proposed Mammoth Main Lodge Base Specific Plan project (project) is still being defined and has not gone through the scoping process with the Town or the Forest Service. Because the scoping phase will greatly influence the scope, this proposal is divided into two phases, a scoping phase and a second phase under which the majority of work will be completed. Environmental compliance work will be completed under CEQA and NEPA as follows:

- ▶ Phase 1 will include project initiation, development of the initial project description, completion of initial biological and cultural resources field surveys, preparation of the Notice of Preparation and Initial Study (NOP/IS) for CEQA and the Notice of Intent (NOI) for NEPA, and environmental scoping.
- ▶ Phase 2 will include preparation of the Draft EIR/EIS and Final EIR/EIS, as well as related tasks to reach EIR certification (under CEQA) and a record of decision (under NEPA).

Ascent understands that the project applicant, MMLR, has been coordinating with the Town and the Forest Service regarding environmental review of the project under CEQA and NEPA. An EIR will be required under CEQA. The extent of the review and type of document to be prepared under NEPA has not been confirmed. For the purpose of this scope and cost submittal, Ascent assumes that an EIS will be the appropriate NEPA document and that a joint EIR/EIS will be prepared to satisfy CEQA and NEPA requirements.

The following Phase 1 scope of work describes the anticipated activities to be conducted by Ascent to prepare the NOP/IS and NOI for the project. Throughout this initial phase, Ascent will work with the Town, the Forest Service, and the applicant to identify needs; clarify the information provided; identify likely key impacts and potential mitigation strategies; and develop the approach, schedule, and Phase 2 scope of work for the EIR/EIS. We will also develop key assumptions and conduct initial field studies. Ascent will then refine and finalize the Phase 2 scope of work, cost, and schedule for preparation of the EIR/EIS.

Ascent may prepare several technical reports for the Forest Service for the project. Further coordination is needed with the Forest Service regarding the content and approach to these reports. Therefore, it is anticipated that these reports will be prepared during Phase 2. The technical reports will support some portions of the EIR/EIS analysis as described below.

Phase 1 Project Initiation and Environmental Scoping

As part of Phase 1, Ascent will be assisted by SE Group and LSC Transportation Consultants, who will conduct various project initiation activities, including assisting with NEPA noticing and scoping and collecting summer traffic data, respectively. See Attachments C and D for these detailed scopes of work.

Task 1: Project Initiation

PROJECT LEAD TEAM KICKOFF MEETING AND MATERIALS REVIEW

The Ascent management team (principal-in-charge, project manager, and assistant project manager) will attend a Project Lead Team kickoff meeting with Town staff, Forest Service representatives, and the applicant team. It is assumed that the meeting will be held in person in the Town of Mammoth Lakes. The meeting's primary purpose is to ensure a shared understanding of the proposed scope of the project and the next steps to developing a detailed project description. The kickoff meeting will provide Ascent an opportunity to inquire further about the project, determine the review expectations of both the Town and the Forest Service, establish communication protocols, and identify and collect any applicable background documents. Ascent will review all information provided for the project (including available technical/support studies, GIS data, and preliminary design drawings) and will prepare a memo documenting any additional information needed to prepare the Draft EIR/EIS. It is assumed that infrastructure engineering, storm drainage engineering, etc., will be provided by MMLR.

An additional discussion item for the kickoff meeting would be developing an approach to the participation of the public, including the Town Planning Commission and public interest groups in the environmental review process, and whether a public outreach program should be included in the overall scope. Finally, Ascent, the Town, and the Forest Service will coordinate to define potential state and federal responsible and trustee agencies with jurisdiction over the project. We will contact several of the key agencies during this first phase to refine the Phase 2 scope of work.

It is anticipated that the kickoff meeting will include a site visit to tour the project site at a level sufficient to familiarize the team with specific components of the project and to inform the alternatives development process.

Ascent will prepare an agenda for the kickoff meeting, in coordination with Town and Forest Service representatives, and distribute the agenda in advance. We will prepare summary meeting notes of decisions and actions and circulate the notes following the meeting. It is assumed this meeting will be in person.

INTERDISCIPLINARY TEAM MEETING

A Forest Service Interdisciplinary Team (IDT) meeting will be attended primarily by Forest Service staff and Ascent. It is assumed this meeting will be conducted in person, following preparation of a draft project description (see Task 2). The initial IDT meeting will be used as a means of introducing the Inyo National Forest resource specialists who will steer the environmental review of resource areas on behalf of the Forest Service; identifying Forest Service significant resource values, opportunities, and constraints; discussing recreational user needs, management concerns, and Forest Plan planning considerations; and gathering information available from the Forest Service's resources inventory (including hard-copy files held at the Forest Service office) and other sources. Potential alternatives to be evaluated in the EIS will be discussed, although this will be refined by the scoping process.

Ascent will prepare an agenda for the IDT meeting, in coordination with Forest Service representatives, and distribute the agenda in advance. We will prepare summary meeting notes of decisions and actions and circulate the notes following the meeting. It is assumed this meeting will be in person.

Deliverables/Meetings

- ✓ Attendance at one kickoff meeting and one IDT meeting (includes agendas and meeting summaries)
- ✓ Information needs list (electronic)

Task 2: Project Description

Ascent will prepare a project description to be included in the Initial Study (IS) described in Task 3, below. We will use the applicant-provided draft project description dated April 7, 2021 or updated thereafter; information provided to the Forest Service to support revisions to the Mammoth Mountain Ski Area Special Use Permit on Forest Service lands; and additional information gathered through Task 1 to develop a project description that meets the minimum standards of CEQA and NEPA, and the best practices of the Town and the Forest Service. The project description will identify the project characteristics, including on- and off-site components, infrastructure support required to serve the project, timing, construction methods, operational characteristics, and other information relevant to an understanding of the project. A list of anticipated local, state, and federal permitting actions will also be included. It is assumed that the applicant will provide maps, preliminary design drawings, and other materials sufficient to serve as the basis for figures to be included in the project description. After review by the Town, the Forest Service, and the applicant, Ascent will revise the project description, which will be incorporated into the IS.

Deliverables/Meetings

- ✓ Draft project description (electronic)

Task 3: Noticing and Scoping

NOTICING

Ascent will prepare and submit to the Town and the Forest Service a draft Notice of Preparation/Notice of Intent for the project. The NOP/NOI will be prepared in accordance with State CEQA Guidelines Section 15082.1 and Forest Service NEPA procedures and directives. The NOP/NOI will describe the alternatives to be evaluated in the EIR/EIS, show the location of the project on a map, describe the probable environmental effects that will be addressed in the EIR/EIS, and provide information on the opportunities to submit written comments or oral comments at the scoping meeting.

Ascent will also prepare an IS that will be attached to the NOP/NOI. Consistent with CEQA Guidelines Section 15063, the purpose of the IS will be to identify and focus the scope of the EIR on those environmental resources that could result in significant environmental impacts. Ascent will complete the CEQA Environmental Checklist (Appendix G) with explanations and analysis for each response, including “No Impact” responses. The level of analysis and degree of impact will vary depending upon the environmental topic but will be sufficient to provide the substantial evidence to support the responses, consistent with CEQA requirements and legal direction from established case law. For each environmental issue, Ascent will briefly describe existing conditions, assess potential environmental impacts, and make a determination as to whether the issue will be evaluated further in the EIR/EIS.

Upon receiving agency comments on the draft documents, Ascent will prepare the final NOP/NOI and IS for public distribution. Ascent will submit the NOP/NOI and IS to the State Clearinghouse via its online submittal system, along with a Notice of Completion (NOC). It is assumed that the Town will be responsible for distributing the NOP/NOI for public review and for newspaper noticing and any other noticing methods. It is assumed that the Forest Service will publish the NOI in the Federal Register and coordinate distribution of the NOI to the Inyo National Forest mailing list and email contacts.

PROJECT STUDY PLAN

Concurrent with preparation of the IS, Ascent will prepare a project study plan for the Inyo National Forest that addresses the required resource study areas for the Forest Service. This document will identify the process steps to complete NEPA, required deliverables including technical studies, a purpose and need statement, the specific resource areas to be addressed and issues and indicators for each as identified by the Forest Service, and the anticipated environmental effects stemming from the proposed project. Information and analysis from the IS will be used to inform preparation of the Project Study Plan, as appropriate, to avoid duplicating efforts for some resources.

SCOPING

A 30-day scoping period will introduce the project to members of the public, explain the process for review, and solicit input on the project and alternatives. The scoping period will begin when the NOP/NOI is distributed to the public, as described above, per the State CEQA Guidelines. In addition to CEQA, we will adhere to Forest Service protocol for public scoping (36 CFR 220.4[e][1]). Ascent’s principal-in-charge and project manager will attend a joint public scoping meeting/open house, to be organized by the Town and the Forest Service. It is assumed that the scoping meeting will be held in the Town of Mammoth Lakes (at the Town offices). Alternatively, the meeting can be held virtually (Zoom) if needed. We will be available to address issues pertaining to the scope of the EIR/EIS, the CEQA/NEPA process, and other related issues that may arise during the meeting. This task includes preparation of presentation slides to support a meeting presentation. It is assumed that the applicant will arrange for a court reporter to attend the scoping meeting and record public comments. Ascent will prepare a scoping analysis report for the Town and the Forest Service, which will refine the proposed action, identify key issues raised during scoping and the approach for addressing them, and identify potential additional alternatives in

response to feedback received during scoping. As described in their detailed scope of work (see Attachment C), SE Group will support the EIS public scoping process.

Deliverables/Meetings

- ✓ Draft NOP/NOI and IS (electronic)
- ✓ Final NOP/NOI and IS: electronic copy and NOC submitted to the State Clearinghouse; 10 printed copies mailed to the Town and one electronic copy for its records; 10 printed copies mailed to the Forest Service and one electronic copy for its records
- ✓ Scoping materials (electronic)
- ✓ Presentation slides for scoping meeting (electronic)
- ✓ Scoping Analysis Report (electronic)

Task 4: Field Surveys

Ascent will conduct the following site surveys and analyses: a protocol-level biological survey, an invasive plant survey, a wetland delineation (for waters of the state and waters of the United States), and a cultural resources survey for areas requiring Section 106 compliance. Project Lead Team members and Town and Forest Service technical staff will review survey protocols and timing prior to initiation and will communicate survey direction and preferences to Ascent. Data collected during the field surveys will be used to prepare technical and specialist reports that meet the requirements of CEQA/NEPA and state and federal legal requirements, as necessary (to be prepared as part of Phase 2). For purposes of this scope, it is assumed that the surveys will be confined to the lodge and ski area. If extensive additional area needs to be surveyed (for instance, if a major sewer line will be constructed or if the project changes after initial fieldwork is completed), additional scope may be needed.

Prior to entering the field, Ascent biologists will review existing data to preliminarily identify special-status species, other sensitive resources, and invasive plant infestations known or with potential to occur in the project area. As part of the data review, Ascent will review Forest Service survey and GIS data from the Natural Resource Information System (NRIS) database; Forest Service Region 5 EVeg land cover data for habitat types within the project area; GIS data; a list of federally proposed, candidate, threatened, and endangered species that may occur in the project region obtained from the US Fish and Wildlife Service (USFWS) IPaC system; other relevant literature and previous analyses conducted for the project; and for any areas in California, the California Natural Diversity Database, the California Invasive Plant Council database, and CalWeed Mapper. Biologists will also obtain the current Inyo National Forest list of Species of Conservation Concern. Forest Service biologists will be contacted to obtain any input on survey methods and target species and to invite Forest Service staff to participate in the field survey alongside Ascent staff, if desired.

Ascent will conduct an archaeological records search at the Inyo National Forest in the Town of Mammoth Lakes using a 0.5-mile radius of the proposed project area. The primary purpose of the records search is to identify any previously recorded cultural resources known to exist within or adjacent to the project area. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the project area.

Ascent will also contact the Native American Heritage Commission (NAHC) for a review of its Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. In addition, the NAHC will provide a list of Native American names that they believe should be contacted for additional information. As part of the Section 106 process, a project informational letter and project map will be sent by Inyo National Forest staff to each individual/tribe/organization on the NAHC list.

Upon completion of the records search and NAHC search, Ascent will prepare a technical memo documenting, in tabular format, the results of the literature review (surveys completed and considered adequate by the Forest Service), the NAHC search, and Native American outreach. A map will accompany the memo showing the

archaeological sensitivity (high-moderate-low) of the corridor based on the literature review, Sacred Lands File search, and geographical location (on ridges, along waterways, etc.).

Following the background data and literature reviews, an Ascent botanist, wetland ecologist, wildlife biologist, and cultural resources specialist will conduct surveys. Ascent will arrange for any access permission from MMSA, if needed. Costs include two days of field survey effort for each staff member and travel time between Sacramento and the Town of Mammoth Lakes. It is assumed that MMSA will provide lodging free of charge to Ascent field staff. Surveys will be conducted at the appropriate time of year and to the appropriate level of detail to complete technical studies in support of the environmental review carried out in the EIR/EIS under Phase 2.

Deliverables/Meeting

- ✓ Completion of field surveys (assumes four staff at two days each)

Task 5: Refine Project Schedule and Scope

Ascent will develop a detailed schedule for completion of the Draft EIR/EIS, based on the timing for completion of field surveys and technical studies, document preparation time, Town and Forest Service staff reviews, and public review and objection periods.

Throughout this initial Phase 1, Ascent will work with the Town, the Forest Service, and the applicant to identify needs, clarify information provided to the EIR/EIS team, identify likely key impacts and potential mitigation strategies, determine the full scope of technical studies that will be required to conduct the environmental analysis, and develop the approach, schedule, and Phase 2 scope for the Draft EIR/EIS. We will also develop key assumptions. The Ascent team will then refine and finalize the scope of work, cost, and schedule for preparation of the Draft EIR/EIS. The information developed through the scoping and review tasks above will allow for a more detailed and refined scope.

Deliverables/Meetings

- ✓ Detailed project schedule (electronic)
- ✓ Refined scope of work for Phase 2 (electronic)

Task 6: Project Management/Meetings

Ascent will attend meetings and conference calls with the Town, the Forest Service, and the applicant to discuss project components, progress, etc. We will also conduct initial meetings/calls with key stakeholder agencies likely to have a direct interest in the scope and content of the EIR/EIS. We have included budget for the following meeting attendance:

- ▶ Ascent's principal-in-charge, project manager, and assistant project manager (or a combination thereof) will participate in up to nine conference calls with the project team. The number of conference calls is based on an average of two calls a month over 4 months of Phase 1 project activity.
- ▶ Ascent's team will contact, and if beneficial, meet with representatives of key agencies (under the direction and participation of the Town and the Forest Service) to help refine the Phase 2 scope of work. At this time, it is suggested that team members contact USFWS and the Lahontan Regional Water Quality Control Board (LRWQCB). For purposes of this scope, meetings will be held via conference call (Zoom or another virtual platform).

Ascent will attend additional meetings/conference calls, subject to a budget modification, if requested.

The Ascent management team will devote effort each month to ensure an efficient and timely process for project execution. This includes close coordination with the Town, the Forest Service, and the project applicant (through the Town as directed by Town staff) about project issues, as they arise. We will maintain close communication with Town and Forest Service staff to ensure the Town's and the Forest Service's objectives are met, the schedule

is maintained, and the project is implemented within established budget parameters. Project management also includes contract and financial coordination with the Town, including monthly submittal of invoices.

Deliverables/Meetings

- ✓ Attendance at the following meetings (includes meeting summaries [electronic])
 - Conference calls (nine)
 - Stakeholder agency contacts (up to two conference calls, and additional telephone and email contacts)

Phase 2 Environmental Analysis

Note: Phase 2 scope to be refined with the Town and Forest Service at the conclusion of Phase 1.

EXHIBIT "B"
SCHEDULE OF SERVICES

PROPOSED PROJECT SCHEDULE

Ascent proposes the following schedule for Phase 1. This is a tentative schedule that will remain fluid throughout project initiation and environmental scoping. The schedule assumes technical studies submitted by the applicant will be complete and not require additional information for completion of the related EIR/EIS analyses.

Ascent can begin work on Phase 1 immediately. We will strive to exceed your expectations by serving as a true extension of the Town's staff. Our management style is proactive, and we look for opportunities to streamline the environmental process, where feasible.

Additionally, Ascent offers a projected schedule for Phase 2. This is a conceptual schedule that will remain fluid throughout development of the Draft and Final EIR/EIS. Various issues related to the Forest Service NEPA process and studies and analyses by other team members are outside the control of Ascent. However, the schedule assumes that preparation of technical studies and other materials supporting the EIR/EIS will proceed in tandem with EIR/EIS preparation. If schedule delays occur related to any item outside the control of Ascent, an adjustment to the EIR/EIS schedule will be needed.

WORK PRODUCT/MILESTONE	DURATION	ESTIMATED DUE DATE
PHASE 1 PROJECT INITIATION AND ENVIRONMENTAL SCOPING		
Task 1: Project Initiation		
Authorization to proceed	N/A	Late May 2021
Project Lead Team kickoff meeting	2 weeks	Early June 2021
Interdisciplinary Team meeting	2 weeks	Early June 2021
Task 2: Project Description		
Preparation of project description	30 days	June 25, 2021
Task 3: Noticing and Scoping		
Preparation of Initial Study and Study Plan	30 days	July 26, 2021
Publication of Notice of Preparation of an EIR and Notice of Intent to Prepare an EIS	15 days following Task 4 completion	August 30, 2021
Scoping	30 days	September 30, 2021
Task 4: Field Surveys		
Field surveys	N/A	Spring/Summer 2021
Task 5: Refine Project Schedule and Scope		
Preparation of Phase 2 schedule and scope	N/A	September/October 2021
Task 6: Project Management/Meetings		
Team meetings	N/A	June–September 2021

WORK PRODUCT/MILESTONE	DURATION	ESTIMATED DUE DATE
PHASE 2 ENVIRONMENTAL ANALYSIS (NOTE: SOME OVERLAP WITH PHASE 1 WILL OCCUR.)		
Task 7: Resource Protection Measures and Specialist Reports		
Preparation of initial RPMs	2 weeks (following preparation of project description)	July 9, 2021
Preparation of draft specialist reports	3 months (following field surveys)	October 8, 2021
Agency review of specialist reports	2 weeks	October 22, 2021
Final RPMs	2 weeks	November 19, 2021
Task 8: Identify Organization and Format of EIR/EIS		
Agreement among lead agencies on format, content, and approach to EIR/EIS	N/A	October 2021
Task 9: First Administrative Draft EIR/EIS		
Ascent submits First Administrative Draft EIR/EIS	3 months	December 9, 2021
Town of Mammoth Lakes and Forest Service submit comments on First Administrative Draft EIR/EIS	1 month	January 9, 2022
Task 10: Second Administrative Draft EIR/EIS		
Ascent submits Second Administrative Draft EIR/EIS	1 month	February 9, 2022
Town of Mammoth Lakes and Forest Service submit comments on Second Administrative Draft EIR/EIS	2 weeks	February 23, 2022
Task 11: Screencheck Draft EIR/EIS		
Ascent submits Screencheck Draft EIR/EIS	3 weeks	March 16, 2022
Town of Mammoth Lakes and Forest Service submit comments on Screencheck Draft EIR/EIS	2 weeks	March 30, 2022
Task 12: Public Draft EIR/EIS		
Ascent submits Public Draft EIR/EIS	2 weeks	April 13, 2022
Town of Mammoth Lakes and Forest Service publish Public Draft EIR/EIS	1 week	April 20, 2022
Task 13: Draft EIR/EIS Public Hearing		
Public hearing	N/A	During public review
45-day public review period ends	45 days	June 6, 2022

WORK PRODUCT/MILESTONE	DURATION	ESTIMATED DUE DATE
Task 14: Final EIR/EIS Responses to Comments		
Ascent submits draft responses to comments	6 weeks	July 18, 2022
Town of Mammoth Lakes and Forest Service submit comments on draft responses	1 month	August 15, 2022
Task 15: Administrative Final EIR/EIS		
Ascent submits Administrative Final EIR/EIS	1 week	August 22, 2022
Town of Mammoth Lakes and Forest Service submit comments on Admin Final EIR/EIS	30 days	September 21, 2022
Task 16: Screencheck Final EIR/EIS, Task 17: Public Final EIR/EIS, Task 18: Findings and Statement of Overriding Considerations, and Task 19: Final EIR/EIS Hearings		
Ascent submits Screencheck Final EIR/EIS, draft Findings and Statement of Overriding Considerations, and draft ROD	3 weeks	October 12, 2022
Town of Mammoth Lakes and Forest Service submit comments on Screencheck Final EIR/EIS	2 weeks	October 26, 2022
Ascent submits Final EIR/EIS and public draft ROD	2 weeks	November 9, 2022
Town of Mammoth Lakes and Forest Service publish Final EIR/EIS, Town publishes Findings and Statement of Overriding Considerations, and Forest Service publishes draft ROD	1 month	December 7, 2022
Final EIR/EIS public hearings	N/A	December 2022
Objection period	45 days	January 23, 2023
Objection review period	45 days	March 7, 2023
Forest Service signs ROD	N/A	March 8, 2023
Task 20: Project Management/Meetings		
Team meetings	N/A	October 2021–March 2023

EXHIBIT "C"
COMPENSATION

ITEMIZED BUDGET

The proposed price for the Mammoth Main Lodge Base Specific Plan environmental services is presented in the spreadsheet enclosed separately. To promote clarity, the following assumptions explain the basis of the proposed price. The price is estimated based on a good-faith, current understanding of the project's needs. If selected, Ascent is interested in discussing the Town's needs and revising the scope of work and price, as warranted, to meet expectations.

Proposed Price Validity. The price proposed to carry out the Phase 1 scope of work is valid for 120 days from the date of submittal, after which it may be subject to revision.

Schedule. The price is based on the proposed Phase 1 schedule. If the schedule is protracted significantly (more than 60 days) for reasons beyond Ascent's control, a budget amendment may apply to the remaining work. Ascent will consult with the Town about a course of action.

Price and Staff Allocation to Tasks. Labor and other direct costs have been allocated to tasks to determine the total budget. Ascent may reallocate costs and labor resources, as needed, as long as the total contract price is not exceeded.

Meetings and Conference Calls. The number and duration of proposed meetings and conference calls are specified. If they are exceeded, a budget augmentation would be warranted.

Billing Rates. Costs were determined based on the proposed scope of work and Ascent's current billing rates. Any budget augmentations or contract amendments in subsequent years will be calculated using updated billing rates, unless precluded by contract terms.

Changes to the Project or Alternatives. If the descriptions of the project and alternatives are changed after they have been approved for use by the Town, a budget amendment will be warranted to the extent completed work needs to be revised or redone.

Scope of Analysis. The price is based on the proposed scope of analysis. If new technical issues, alternatives, field surveys, modeling, or analysis is identified after contract execution, a budget amendment would be warranted.

Adequacy of Provided Materials. Materials provided by others are assumed to be complete and adequate for use in the analysis. If supplemental or revised analysis, studies, data, or fieldwork is needed to render such materials adequate, a budget amendment would be warranted.

Visual Simulations. The proposed visual simulations are intended to provide massing and scale, but not architectural detail. If the applicant provides visual simulations, the fee can be reduced for this task.

Tribal Consultation. Whether a tribe or tribes will request consultation under Assembly Bill 52 (Statutes of 2014) is unknown. The scope and budget therefore do not include performance of this consultation. Consultation assistance can be added, if needed, with a scope and budget amendment.

Preliminary Draft Review Cycles and Reviewers. Preliminary draft review cycles are specified in the scope of work. Preliminary drafts will be reviewed by Town staff, Forest Service staff, and MMLR and not by other agencies or entities.

Consolidated Comments. The Town, Forest Service, and MMLR will each provide Ascent with one consolidated set of reconciled, nonconflicting comments on preliminary drafts.

Responses to Public Comments. After public review of the draft environmental document, Ascent will prepare a list of commenters; compile, organize, review, and evaluate comments; and coordinate with the Town and the Forest Service to develop response strategies. If the number or complexity of comments requires a greater level

of effort than budgeted, Ascent and the Town will coordinate about a course of action and budget augmentation, if needed.

References Cited. Ascent will maintain electronic copies of cited references and provide electronic files during public review. Ascent will submit electronic copies of all references to the Town and the Forest Service for archiving upon completion of the scope of work.

Reproduction Costs. The reproduction cost of documents is included in the price, based on assumptions regarding the number of copies, document length, and extent of color graphics. If the number of copies, document length, or extent of color content exceeds assumptions, a budget augmentation would be warranted.

Litigation Support. Ascent is available to assist in the lead agency's response to a lawsuit, subject to a contract amendment. Except for electronic files of cited references, assembly of an administrative record or project record is not included but can be provided with a budget augmentation.

PRICE PROPOSAL
Mammoth Main Lodge Base Specific Plan EIR/EIS

5/7/2021 (Revised June 7, 2021)

hourly rate:

Jakobs	Henningsen	Lunday									
Director/PIC	Project Manager	Asst. Project Manager	Sr. AQ/Noise/CHG	AQ/Noise/ GHG Analyst	Sr. Botanist/ Wetland Ecologist/ Biologist	Wetland Ecologist/ Wildlife Biologist	Planner/ Cultural Resources Specialist	Env. Analyst	GIS/ Graphics	Word Processing/ Admin	
\$295	\$195	\$150	\$160	\$125	\$175	\$145	\$160	\$145	\$135	\$125	

PHASE 1 LABOR COSTS

Task 1: Project Initiation	Price	Hours
Project Lead Team kickoff meeting (at Mammoth)	\$ 12,925	61
IDT meeting (at Mammoth)	\$ 10,365	49
Review available documents and materials	\$ 7,670	42
Subtotal, Task 1	\$ 30,960	152

20	20	20									1
16	16	16									1
4	16	12			6				2		2
40	52	48	0	0	6	0	0	0	2		4

Task 2: Project Description	Price	Hours
Project description	\$ 10,940	68
Subtotal, Task 2	\$ 10,940	68

4	12	32							12		8
4	12	32	0	0	0	0	0	0	12		8

Task 3: Noticing and Scoping	Price	Hours
Draft NOP/NOI and Initial Study	\$ 16,600	108
Final NOP/NOI and Initial Study	\$ 5,475	34
Project Study Plan (for Forest Service)	\$ 6,450	38
Scoping materials	\$ 3,175	19
Scoping meeting	\$ 7,395	35
Scoping Analysis Report	\$ 7,815	39
Subtotal, Task 3	\$ 46,910	273

4	8	32	2	6	4	8	2	24	8		10
2	4	12	1	1	2	2	2	2	2		4
2	12	20							2		2
2	4	4							8		1
10	16	8									1
10	12	16									1
30	56	92	3	7	6	10	4	26	20		19

Task 4: Field Surveys	Price	Hours
Field surveys (4 staff @ 2 days each; plus travel time & background info review)	\$ 19,715	125
Subtotal, Task 4	\$ 19,715	125

1	4	4			28	56	28		4		
1	4	4	0	0	28	56	28	0	4		0

Task 5: Refine Project Schedule and Scope	Price	Hours
Develop detailed Phase 2 schedule	\$ 1,710	10
Develop assumptions/outline technical needs	\$ 5,590	29
Develop detailed Phase 2 Work Program	\$ 7,880	46
Subtotal, Task 5	\$ 15,180	85

1	2	6									1
4	12	4	1		4		2	2			
4	8	16	2		4		4	4			4
9	22	26	3	0	8	0	6	6	0		5

Task 6: Project Management/Meetings	Price	Hours
Conference calls (6 @ 1.5 hours per attendee)	\$ 5,760	27
Stakeholder agency calls (2 @ 2 hours per attendee & emails)	\$ 3,840	18
Schedule, team management, additional communication	\$ 21,550	90
Subtotal, Task 6	\$ 31,150	135

9	9	9									
6	6	6									
40	50										
55	65	15	0	0	0	0	0	0	0	0	0

LABOR SUBTOTAL	\$ 154,855	838
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139	211	217	6	7	48	66	38	32	38		36
\$ 41,005	\$ 41,145	\$ 32,550	\$ 960	\$ 875	\$ 8,400	\$ 9,570	\$ 6,080	\$ 4,640	\$ 5,130	\$ 4,500	

REIMBURSABLE EXPENSES	\$ 67,701
1 Printing: Final NOP/NOI and IS (20 copies @ \$50 each)	\$ 1,000
2 Mileage/Parking/Travel	\$ 2,400
3 Maps/Supplies/Photos/Miscellaneous	\$ 300
4 Postage/Delivery	\$ 100
5 Miscellaneous/Per Diem/Etc.	\$ 1,200
6 Subconsultants	\$ 62,701
SE Group (NEPA noticing, scoping comments tracking)	\$ 27,054
LSC Transportation Consultants (Traffic)	\$ 32,661
Administrative Cost (5%)	\$ 2,986
TOTAL PRICE, PHASE 1	\$ 222,556



June 3, 2021

Ms. Tiffany Lunday
Ascent Environmental
tiffany.lunday@ascentenvironmental.com

RE: Mammoth Mountain Resort EIS/EIR Phase 1 Scope of Work

Tiffany,

Sno.engineering Inc. (d/b/a SE Group) is pleased to submit this scope of work and cost estimate to assist Ascent Environmental with Phase 1 of the NEPA/CEQA process for the Mammoth Main Lodge Base Lodge Redevelopment project. Our understanding of Phase 1 tasks is based on your email transmitted May 25, 2021 as well as follow up conversations with the project team. Accordingly, SE Group's work will focus on the Forest Service NEPA process. Specifically, we understand SE Group's role to include EIS public scoping process.

EIS PUBLIC SCOPING

SE Group will draft the Notice of Intent (NOI) to prepare an EIS; the Forest Service will publish this NOI in the Federal Register to initiate a 30-day public scoping period. In addition, SE Group will prepare a Scoping Notice (letter format that will include similar information as the NOI document) and support Ascent and the Inyo National Forest, as necessary. SE Group will also prepare a legal notice for publication in the newspaper of record. This scope of work does not include SE Group attendance at a public meeting during scoping.

At the conclusion of the scoping period, the Forest Service will transmit comments received from the public to SE Group for review and incorporation into an Access database. We anticipate receiving approximately 100 comment letters from the public during the scoping period that will require processing. SE Group will assemble a brief Scoping Report as well as comment reports that will be utilized in a subsequent Forest Service Interdisciplinary (ID) Team meeting (this scope of work does not include our attendance at this meeting). This information will be transmitted and discussed with Ascent prior to submittal to the Forest Service.

Fees included in Phase 1 include project management tasks, including attendance of regular team meetings and on-going discussions with Ascent during this phase.

PROFESSIONAL FEES AND EXPENSES

We have prepared a budget estimate for assisting Ascent with completing Phase 1 of the Mammoth EIS/EIR. This includes SE Group's fees and direct expenses.

Project Task	Total Fee
EIS Scoping	
Project Management	\$2,145
Mapping/GIS Support	\$2,816
Scoping Materials, Comment Processing, Reports (100 comments)	\$21,593
Expenses	\$500
TOTAL	\$27,054

The proposed Project budget has been illustrated by tasks to depict the sequential steps and provide context. SE Group reserves the right to reallocate budget among tasks, as needed, as long as the total budget is not exceeded.



LSC Transportation Consultants, Inc.

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MEMO

DATE: 5/25/2021

TO: Sarah Henningsen, Ascent Environmental

FROM: Gordon Shaw, LSC

SUBJECT: Mammoth Main Lodge Redevelopment CEQA/NEPA Phase 1 LSC Scope

The following is LSC's proposed scope and cost for Phase 1 of the CEQA/NEPA analysis for the Mammoth Main Lodge Redevelopment Project.

Task 1 – Project Initiation

- Contracting and invoicing through December 2021
- Team coordination meetings through December 2021

Task 2 – Project Description Development/Scoping

- Review of applicant submissions
- Definition of existing land uses to be eliminated
- Defining land uses in Institute of Transportation Engineers land use categories

Task 3 – Coordination Discussions

- Virtual meetings and calls with Town of Mammoth Lakes, Caltrans and USFS staff
- Review of existing standards
- Collection and review of available traffic, transit and bike/ped activity

Task 4 – Summer 2021 Data Collection

- 24-hour road tube counts at 2 locations (peak summer)
 - PM peak period 4-hour counts at 6 locations (peak summer)
 - Summary
-

Task 5 – Refine Project Schedule and Scope

- Define key transportation-related issues and assumptions
- Scope technical studies and approach
- Coordinate with Town, USFS and agencies on scope and schedule

TABLE A: Cost Analysis- Mammoth Main Lodge Phase I

Personnel & Hourly Rates						
	Principal	Engineer	Technician	Traffic Count	Admin- istration	TOTAL
Total Hourly Fee	\$220.00	\$115.00	\$40.00	\$70.00	HOURS	COSTS
TASK 1: Project Initiation						
Contracting/Invoicing	4	0	0	4	8	\$1,160
Team Coordination Meetings	8	8	0	12	28	\$3,520
Total Task Cost:						\$4,680
TASK 2: Project Description Development						
Review of Application Materials	16	16	0	0	32	\$5,360
Assistance with Scoping	4	4	0	0	8	\$1,340
Total Task Cost:						\$6,700
TASK 3: Coordination Discussions						
Virtual Meetings/Calls (Maximum of 8)	16	12	0	0	28	\$4,900
Review of Existing Standards	2	4	0	0	6	\$900
Review of Existing Data	2	24	0	0	26	\$3,200
Total Task Cost:						\$9,000
TASK 4: Traffic Data Collection						
2x Roadway Count (24 hr)	0.25	4	0	0	4.25	\$515
6 X PM peak Intersection Count (4 hour)	0.25	9	24	0	33.25	\$2,050
Data Analysis / Memo	1.5	6	0	2	7.5	\$1,160
Travel Cost per mile:				\$0.58		
				Total mileage cost:	\$209	
				Lodging:	\$300	
				Travel time cost to Mammoth:	\$805	
Automated count equipment rental per day			\$25.00			
Intersection count equipment rental per hour			\$3.00			
				Total automated count equipment rental:	\$50	
				Total intersection count equipment rental:	\$72	
Total Task Cost:						\$5,161
TASK 5: Refine Project Schedule and Scope						
Define Issues and Assumptions	8	4	0	0	12	\$2,220
Scope Technical Studies and Approach	8	4	0	0	12	\$2,220
Coordination Meetings	8	8	0	0	16	\$2,680
Total Task Cost:						\$7,120
TOTAL PHASE 1 COST						\$32,661