

TOWN OF MAMMOTH LAKES

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of October, 2022, 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 California Corporation, 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 October 6, 2022 to December 31, 2025, 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 million, one hundred and two thousand, nine hundred and eight (**\$2,102,908**) 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.

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.” Any Extra Work authorized more than one year after execution of this agreement may be at rates in effect at the time the Extra Work is authorized. Such rates shall be subject to agreement by Town.

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: _____
Daniel C. Holler, Town Manager

By: _____
Gary Jakobs, President

Attest:

By: _____
Amanda Olekszulyn, Treasurer

By: _____
Jamie Gray
Town Clerk

Approved as to Form:

By: _____
Andrew Morris
Town Attorney

EXHIBIT "A"
SCOPE OF SERVICES



September 29, 2022

Sandra Moberly
Community and Economic Development Director
Community and Economic Development Department
Town of Mammoth Lakes
via email: smoberly@townofmammothlakes.ca.gov

**Subject: Updated Proposal for Environmental Services
Phase 2, Mammoth Main Lodge Redevelopment Specific Plan EIR/EIS**

Dear Ms. Moberly:

Ascent is pleased to submit this scope of work and cost estimate for Phase 2 of the Mammoth Main Lodge Redevelopment Specific Plan Environmental Impact Report (EIR)/Environmental Impact Statement (EIS). We are eager to continue working with the Town of Mammoth Lakes (Town) and the USDA Forest Service (Forest Service) on the next phase of this important project. Please note that this proposal has been updated to address comments from the Town and Forest Service on the Sept 1 proposal submittal.

As you may recall, the project team (including the Town, Forest Service, and applicant team) agreed early on to approach the proposed Mammoth Main Lodge Redevelopment Specific Plan Project EIR/EIS in two phases: an initial phase aimed at finalizing the project description and determining an overall work program based on the location and extent of project improvements as well as initiating resource surveys while the weather permitted, and a second phase that included preparation of the EIR/EIS. Specifically, Phase 1 was intended to include project initiation, development of the initial project description, completion of initial biological and cultural resources field surveys, preparation of the notice of preparation (NOP) for CEQA and the notice of intent (NOI) for NEPA, and environmental scoping. Phase 2 was intended to 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). While that is still our intended approach for this project, the Phase 1 timeline has been extended beyond the assumptions and available budget in our existing contract. Thus, we are including remaining Phase 1 tasks in this Phase 2 scope of work and cost estimate.

The Phase 1 scope of work was intended to cover a four-month period (June through September 2021). Due to multiple factors outside of Ascent's control, including ongoing project design refinements by the applicant team and a lengthier than anticipated process for the Forest Service to review and accept the MDP and PPL, Phase 1 is still in progress as of August 2022 (a total of 15 months). Further, many of the Phase 1 tasks have yet to be initiated. The attached scope of work describes the work that has been completed to date as well as the work that remains to be completed. This amendment request addresses several additions to Ascent's scope of work for Phase 1 of the Mammoth Main Lodge Redevelopment Specific Plan EIR/EIS. The additions are needed to address the extended time period for Phase 1, the additional coordination among team members, and the expanded project footprint (which will require more extensive surveys).

For similar reasons as described above, our two subconsultants—SE Group and LSC Transportation Consultants, Inc.—are requesting additional funding to complete their Phase 1 scopes of work as well as embark on Phase 2; their respective scopes of work are attached. Kimley Horn will also be joining the Ascent team to assist with preparation of the transportation analysis for the EIR/EIS (specifically, to conduct vehicle miles traveled [VMT] modeling), and their proposed scope of work is also attached.

If you have any questions, please contact me at 916-930-3182.

Sincerely,



Gary Jakobs, AICP
CEO/President
e: Gary.Jakobs@AscentEnvironmental.com
p: 916.930.3182

Attachments:

- A Scope of Work
- B Cost Estimate
- C SE Group proposed scope of work and cost estimate
- D LSC Transportation Consultants proposed scope of work and cost estimate
- E Kimley Horn proposed scope of work and cost estimate

File No. 20210079.01

ATTACHMENT A

MAMMOTH MAIN LODGE REDEVELOPMENT SPECIFIC PLAN EIR/EIS ENVIRONMENTAL SERVICES PROPOSED SCOPE OF WORK

PROJECT UNDERSTANDING

Environmental compliance work under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) for the proposed Mammoth Main Lodge Redevelopment Specific Plan (project) was envisioned in the following two phases:

- ▶ Phase 1 was intended to include project initiation, development of the initial project description, completion of initial biological and cultural resources field surveys, preparation of the notice of preparation (NOP) for CEQA and the notice of intent (NOI) for NEPA, and environmental scoping; and
- ▶ Phase 2 was intended to include preparation of the Draft and Final Environmental Impact Report (EIR)/Environmental Impact Statement (EIS), as well as related tasks to reach EIR certification (under CEQA) and a record of decision (under NEPA).

However, due to an extended timeline and the need to accommodate project team requests including additional meetings, document review, and management/coordination as well as the expanded project footprint, the Phase 1 timeline has been extended beyond the assumptions and available budget in our existing contract. Thus, we are including remaining Phase 1 tasks in this Phase 2 scope of work and cost estimate.

Phase 2 is intended to accommodate the tasks needed to complete the project. As originally communicated to the Town of Mammoth Lakes, the Phase 2 scope of work was planned to be informed by the scoping process; however, scoping has not occurred yet and some project features are still being defined. However, to accommodate the need to continue progress on project tasks and in recognition of the understanding we have gained of potential project issues, Ascent is able to prepare a scope for the remainder of the project that is reasonably predictive of the scope of issues to be addressed. Therefore, Ascent has prepared this detailed Phase 2 scope of work while still recognizing that this scope may need to be modified as a result of scoping and further project development, as well as technical input from the applicant's engineering and design team.

Preparation of the joint EIR/EIS will require continued and close coordination between the Town, Forest Service, and the Ascent team. This scope assumes Ascent, with Town participation, will meet and interact with the Forest Service, as well as the applicant team on a regular basis (see Tasks 13 and 14, below). As also described below, it is assumed that Ascent is including SE Group in a significant role on the project. Ascent will continue serving as the prime consultant, and SE Group will provide significant support on certain tasks, particularly related to elements of NEPA compliance. LSC Transportation will provide

subconsultant support on transportation analysis tasks and Kimley Horn will provide subconsultant support related to vehicle miles traveled modeling.

PHASE 1: PROJECT INITIATION AND ENVIRONMENTAL SCOPING

As part of Phase 1, Ascent has been assisted by SE Group and LSC Transportation Consultants, who have conducted or 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 detailed scopes of work for remaining Phase 1 tasks, as well as Phase 2 tasks, for SE Group and LSC Transportation Consultants.

The following describes what tasks have been completed and what tasks require additional funding to complete.

Task 1 Project Initiation

Task 1.1: Project Lead Team Kickoff Meeting and Materials Review

This task has been completed. The kickoff meeting was conducted on July 2, 2021 in the Town of Mammoth Lakes. Ascent prepared the agenda, participated in the kickoff meeting/site visit, and prepared and distributed a kickoff meeting summary. Additionally, Ascent reviewed information provided by the applicant team, including available technical/support studies, GIS data, preliminary design drawings, and the draft MOU between the Town and the Forest Service.

Task 1.2: Interdisciplinary Team Meeting

This task has been completed. The Interdisciplinary Team (IDT) meeting was conducted on May 31, 2022 in the Town of Mammoth Lakes. Ascent coordinated meeting logistics and prepared the agenda and other meeting materials. After the meeting, Ascent prepared a meeting summary, including action items, decision points, offline discussion topics, and the NOP/NOI checklist.

Task 2 Project Description

This task has not been fully completed. Ascent will prepare a project description based on information in the PPL (accepted by the Forest Service on August 9, 2022) and project application (submitted to the Town on September 14, 2022). We will develop a project description that meets the 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 required to serve the project, timing, construction methods, operational characteristics, and other information relevant to an understanding of the project and preparing an adequate environmental impact analysis. The elements of the project under private and Forest Service ownership will be clearly delineated; independent approval authority will be provided by the Town for elements under private ownership, and the Forest Service for elements on lands it owns. 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 NOP and a more detailed version will be developed later to be incorporated into the EIR/EIS.

Deliverables

- ▶ Draft project description (electronic)
- ▶ Final project description (electronic)

Task 3 Noticing and Scoping

Task 3.1: Noticing

This task has not been fully completed. In June 2022, Ascent began preparation of the NOP. The project description (to be prepared as part of Task 2, above) will be incorporated into the NOP, which will then be submitted to the project team for review. SE Group will prepare the NOI and has initiated this process (see Attachment C).

The NOP and NOI will be prepared in accordance with State CEQA Guidelines Section 15082.1 and Forest Service NEPA procedures and directives. The NOP and NOI will describe the project/proposed action that will 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.

As part of Ascent's original Phase 1 proposal, we had anticipated preparing an Initial Study, used to determine which issues would be addressed in the EIR/EIS, that would be attached to the NOP. After further consideration of the project and discussion with the project team, it has been determined that an Initial Study is not required and would not be meaningful because a full-scope EIR/EIS will be prepared.

Upon receiving project team comments on the drafts of the NOP and NOI, Ascent will prepare the final NOP for public distribution. The NOI will be submitted to the Forest Service for ultimate publication in the Federal Register. Ascent will submit the NOP 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 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.

Task 3.2: Project Study Plan

This task has not been fully completed. Concurrent with preparation of the NOP and NOI, 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. An initial "outline" draft has been submitted to the Forest Service.

Task 3.3: Scoping

This task has not been completed. 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 and NOI are 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 up to two joint public scoping meetings/open houses, to

be organized by the Town and the Forest Service. It is assumed that one scoping meeting will be held in person in the Town of Mammoth Lakes (at the Town offices) and the second meeting will be held virtually on the same day or on consecutive days. 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 meetings. This task includes preparation of presentation slides to support a meeting presentation. It is assumed that the applicant will arrange for a court reporter, at the applicant's expense, to attend the scoping meetings and record public comments. As described in their detailed scope of work (see Attachment C), SE Group will support the EIS public scoping process, including by preparing a scoping report.

At the conclusion of the scoping period and once SE Group has assembled a scoping report, Ascent's principal-in-charge and project manager will participate in one in-person IDT meeting (at the Town of Mammoth Lakes) to discuss the scoping comments with the project team.

Deliverables/Meetings

- ▶ Draft NOP and NOI (electronic)
- ▶ Final NOP and NOI: 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)
- ▶ Participation in up to two scoping meetings (assumed to occur on the same day or on consecutive days)
- ▶ Participation in one in-person IDT meeting after the conclusion of scoping to discuss scoping comments that were received

Task 4 Field Surveys and Supporting Documentation

This task has not been fully completed. As described in more detail below, Ascent conducted some surveys in summer 2021 but since then some project features have been more defined and the project disturbance area has been expanded; thus, new surveys are required to address these project modifications. Ascent will conduct the following site surveys and analyses: a protocol-level biological survey, an invasive plant survey, an aquatic resources delineation (for waters of the state and waters of the United States), and a cultural resources survey for areas requiring Section 106 compliance. Project 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 disturbance area identified in the most recent map (provided by Tom Hodges on Aug 1, 2022). If 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 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.

Following the background data and literature reviews, Ascent botanists, wetland ecologists, wildlife biologists, and cultural resources specialists will conduct surveys. Ascent will arrange for any access permission from Mammoth Mountain Lodge Redevelopment, LLC (MMLR), if needed. 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.

Task 4.1: Botanical Survey

This task has not been fully completed. In July 2021, Ascent coordinated with the Forest Service and the applicant team regarding the extent of the survey area, survey protocols, species lists, etc. and participated in a July 22, 2021 planning call with Tom Hodges to review the survey area in advance of the botanical survey. Ascent biologists conducted botanical field surveys on July 26-29, 2021. Since these surveys were completed, MMLR has developed an updated map of project disturbance areas and has added construction of Panorama Gondola to the project description. Because the blooming period for most of the plant species that are Forest Service Sensitive (FSS) or Species of Conservation Concern (SCC) has passed for 2022, Ascent will conduct floristic surveys (i.e., all plant species present will be identified to the taxonomic level necessary to determine if they have FSS or SCC status) of the additional project disturbance areas (e.g., Panorama Gondola, utility corridors, SR 203 realignment areas) during summer of 2023. A survey of whitebark pine may be conducted in September 2022 or in summer 2023. The floristic surveys will be conducted during a time that coincides with the blooming periods for FSS and SCC target plants (i.e., those FSS and SCC plant taxa that have potential to occur in the added project disturbance areas based on habitat and range). Ascent will coordinate with the Inyo National Forest botanist regarding target plant species and survey timing.

During the surveys, Ascent will map the location and extent of any FSS or SCC plant occurrences, including occurrences of whitebark pine, according to the Forest Service's 2015 Threatened, Endangered, and Sensitive Plants Element Occurrence Protocol and Field Guide and will collect required data in accordance with the Forest Service's 2014 Threatened, Endangered, and Sensitive (TES) Plants Survey Protocol and Field Guide. Ascent will also document invasive plant infestations according to the Forest Service 2014 Data Recording Protocols and Requirements for Invasive Species Survey, Inventory, and Treatment.

Task 4.2: Aquatic Resources Delineation

This task has not been completed. Ascent will conduct a field delineation to identify all aquatic resources in the project area that may meet the definition of waters of the United States or waters of the state. The delineation will follow methods established in the United States Army Corps of Engineers (USACE) wetlands delineation manual (Environmental Laboratories 1987) and Western Mountains, Valleys, and Coast regional supplement (Environmental Laboratories 2010) as well as the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (California Water Boards 2019). The extent of potential waters of the United States and state, including wetlands, will be determined by assessing soils, vegetation, and hydrologic features of aquatic resources. Routine wetland determination data forms and ordinary high water mark data forms will be completed, as appropriate, for each aquatic resource in the project area. Data recorded to demarcate and establish the jurisdictional boundaries will be recorded with highly accurate GPS units and digitized by geographic information system (GIS) staff in ArcGIS format. A map showing the extent and location of all aquatic features will be prepared in accordance with the 2016 USACE Map and Drawing Standards for the

South Pacific Division Regulatory Program. The jurisdictional delineation map will be used to determine whether or not aquatic resources within state or federal jurisdiction can be fully avoided during project construction.

If it is determined that aquatic resources within state or federal jurisdiction cannot be avoided, a report summarizing the methods and results of the field delineation will be prepared for submittal to USACE under Task 7. The report will be prepared in accordance with reporting standards acceptable to the USACE Sacramento District and the Regional Water Quality Control Board (RWQCB) and will include all required maps, copies of data forms, representative photographs, and a completed USACE aquatic resources Excel file with the submittal.

Task 4.3: Wildlife Survey

This task has not been completed. In August 2021, Ascent coordinated with the Forest Service regarding potential fisher¹ surveys and internally reviewed and discussed the fisher survey protocols. The Forest Service determined that surveys for fisher will be required to determine the potential impacts of the project on this species, as well as to determine the potential need to consult with the US Fish and Wildlife Service on the project. Based on Ascent's communications with the Forest Service and the Sept 7, 2022 meeting between the Forest Service, Mammoth Mountain, and Ascent, a minimum of 12 remote cameras will be placed within four sampling units of three cameras each. These units will be located within 2.8 kilometers of the approximate center point of project disturbance and will be checked every 1.5 to 2-weeks for a minimum total survey time of 42 days. An Ascent biologist and Mammoth Mountain staff will deploy the camera, during which time the Ascent biologist will train the Mammoth Mountain staff in camera function, bait replacement, and data retrieval. Camera checks will be performed by Mammoth Mountain staff at the appropriate intervals in coordination with the Ascent biologist. Mammoth Mountain staff will send Ascent the data from each camera check for analysis within 3 days. An Ascent biologist perform the final camera retrieval with Mammoth Mountain staff at the end of the survey period. Ascent will continue to coordinate with the Forest Service to refine the protocol and determine camera locations for the survey based on habitat suitability. Ascent will provide a draft map of camera station locations in electronic format to the Forest Service for review and approval prior to beginning field surveys.

It is assumed that the surveys will occur during the summer of 2023, and estimates relating to staff hours required to deploy and retrieve cameras are based on a summer survey and contingent on weather conditions.

Deliverables for Tasks 4.1, 4.2, and 4.3

- ▶ Completion of botanical field surveys (assumes two staff for four 10-hour days each)
- ▶ Completion of aquatic resources field delineation (assumes two staff for three 10-hour days each)
- ▶ Aquatic resources delineation map
- ▶ Draft delineation report for client review
- ▶ Final delineation report for submittal to USACE
- ▶ Completion of the survey map for review by the Forest Service (assumes two staff at two 8-hour days each)

¹ The Southern Sierra Nevada distinct population of fisher (*Pekania pennanti*) is listed as endangered under the federal Endangered Species Act (ESA). The fisher is an elusive, forest-dwelling member of the weasel family.

- ▶ Completion of fisher field surveys, including survey preparation, travel time, survey time, and data management (assumes one Ascent staff at 12 10-hour days)
- ▶ Note: survey reports for botanical and wildlife resources are included in Task 7, below

Task 4.4: Cultural Resources Survey

This task has not been fully completed. In September and October 2021, Ascent engaged in coordination regarding cultural resources surveys, including preparation of a Forest Service permit application (submitted Sept 21) and records search. As part of this coordination, Ascent conducted travel planning and acquisition of maps/supplies for site visits; coordinated with the Forest Service regarding the records search and review of the results; and drafted Tribal consultation letters. Ascent began cultural resources surveys the week of October 18, 2021 at the project site, but concluded early due to unforeseen snow conditions, which continued through the winter of 2021/2022. For adequate cultural resources surveys the ground surface must be clearly visible and free of snow. Since then, the project area has been expanded to include new areas and components. Therefore, Ascent will need to prepare a new permit application, conduct new records searches for the new areas, and complete the overall cultural resources surveys.

Ascent will prepare cultural documentation to satisfy Section 106 of the National Historic Preservation Act (36 CFR 800), as required by the Inyo National Forest (INF) and the California Department of Transportation (Caltrans). The cultural documentation will follow the requirements as outlined in Stipulation 7.7 and Appendix F of the programmatic agreement (PA) that has been developed among the USFS Pacific Southwest Region, the California State Historic Preservation Officer, and the Advisory Council on Historic Preservation (Region 5 PA). These documents will also be completed in accordance with the CEQA Guidelines and fulfill the requirements of the 2014 Caltrans Programmatic Agreement with the Federal Highway Administration and the California State Historic Preservation Officer for compliance with Section 106 (Caltrans Section 106 PA). These documents will inform preparation of the cultural resources section of the EIR/EIS.

Background Research and Project Planning Effort

Ascent will conduct a records search at INF and the California Historical Resources Information System's Eastern Information Center 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. Additionally, Ascent will contact local historical societies and repositories for additional information. Ascent will also consult with the Local Assistance Caltrans Architectural Historian and Archaeologist to request a record search of the Caltrans Cultural Resources Database for the State Route (SR) 203 realignment.

Ascent will 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; Ascent will contact these representatives for background information, as required by CEQA. A project informational letter and project map will be sent by INF staff to each representative on the NAHC list; this consultation would meet Section 106 requirements under 36 CFR 800.2[c][5] and Stipulation 7.5 of the Region 5 PA. Note that while it is assumed INF will be the Section 106 lead for this undertaking, Ascent will facilitate coordination between Caltrans and INF to confirm this decision (a letter will need to be signed by both parties).

Ascent will work with INF to obtain an Archaeological Resources Protection Act (ARPA) permit from INF prior to commencement of fieldwork. This includes the development of an Area of Potential Effect (APE) for the project. The APE will be developed in accordance with Section 106 (36 CFR 800.16[d]) and will consider potential direct, indirect, and cumulative impacts to historic properties. One round of edits to the ARPA permit application is anticipated.

Field Effort

After coordinating access and necessary permissions, an archaeologist meeting the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (36 CFR Part 61) will conduct the survey. Similarly, Ascent's architectural historian will conduct a built environment survey of the entirety of SR 203 and any previously unrecorded built environment structures within the APE. These resources will be recorded on the appropriate California Department of Parks and Recreation (DPR) 523 forms and will be evaluated for significance using the guidelines presented in Stipulation 7.7 and Appendix F of the Region 5 PA and the criteria in the California Register of Historical Resources (as defined in the California Code of Regulations Title 15, Chapter 11.5, Section 4850). This task includes field preparation and post-field work (i.e., photo download and management).

Assumptions

- No archaeological testing or evaluation excavation of archaeological sites.
- Only the portion of SR 203 to be realigned and newly constructed will require archaeological survey (not the entirety of SR 203).
- The protocols of Stipulation 7.7 and Appendix F of the USFS Region 5 PA will also meet the Section 106 requirements of the Caltrans Section 106 PA.
- If additional areas will be constructed or if the project area changes after initial fieldwork is completed, additional scope and cost may be needed.

Consultation and Coordination

Ascent's cultural resources specialists will assist the Town of Mammoth Lakes with Senate Bill (SB) 18 and Assembly Bill (AB) 52 consultation efforts. This may include writing letters on the Town's behalf, attending meetings, collaborating on approach to Tribal communications, and providing guidance on mitigation measures. Ascent assumes four one-hour online meetings with the tribes, two half-hour online meetings with the Town of Mammoth Lakes staff, and a half-hour of prep time for each meeting. Any non-confidential information pertaining to Native American tribal cultural resources gleaned from SB 18 or AB 52 consultation will be incorporated into the tribal cultural resource section of the EIR/EIS. Ascent will coordinate with INF on the results of their Section 106 tribal consultation efforts (as described above). These results will be incorporated into the archaeological report.

After field work has been completed, Ascent's cultural resource specialists will coordinate with INF and Caltrans related to preliminary findings, next steps, and possible mitigation measures. It is also anticipated that four one-hour meetings with the project development team will be required during the process.

Technical Documents

Based on the previous tasks, Ascent will prepare the cultural resource reports required by INF and Caltrans. These include the Archaeological Survey Report and associated DPR forms, the Historic Resources Evaluation Report and associated DPR forms, and the Caltrans Historic Properties Survey Report form. It is

also anticipated that Caltrans will require a Section 4(f) report. Department of Transportation Act "Section 4(f)" [49 USC § 303] requires that all administrations under the US Department of Transportation (USDOT) preserve and protect certain types of resources when approving transportation projects. Section 4(f) applies whenever a federal action involves the use of a publicly owned park, recreation area, wildlife or waterfowl refuge, or land from a historic site.

Assumptions

- One round of consolidated/reconciled comments from INF and Caltrans for all documents. Ascent to provide instructions to facilitate consolidated comments.
- Assumes up to 10 DPR forms (i.e., 5 archaeological sites, SR 203, and 4 structures).

Deliverables for Task 4.4

- ▶ Records searches (described above)
- ▶ Agency consultation (described above)
- ▶ Draft and final ARPA permit application
- ▶ Completion of cultural field surveys (assumes two staff at 5, 10-hour days each)
- ▶ Draft SB 18 and AB 52 letters
- ▶ Archaeological Survey Report
- ▶ Historic Resources Evaluation Report
- ▶ Historic Properties Survey Report
- ▶ Associated DPR forms
- ▶ Section 4(f) Report

Task 5 Refine Project Schedule and Scope

This task has been completed. Ascent prepared and distributed a draft schedule for the overall CEQA/NEPA process in September 2021 (revised in November 2021). Subsequently, Ascent prepared and distributed draft schedules for the NOP/NOI and EIR/EIS in June 2022. These schedules will continue to be refined and updated as part of Phase 2 as the project moves forward (see Task 21, below). Town and Forest Service input will be solicited to ensure that staff review times and internal processes are accurately reflected.

With this submittal, Ascent is submitting the Phase 2 scope of work.

Task 6 Project Management/Meetings

This task has been completed through July 2022 but is continuing. Ascent prepared agendas, participated in biweekly meetings, and prepared and distributed meeting summaries/action items. Ascent participated in approximately 30 conference calls (including biweekly and other calls) from May 2021 through June 2022, which exceeded our assumptions. Additionally, Ascent coordinated closely with the project team regarding the Forest Service-required Master Development Plan (MDP) and Project Proposal Letter (PPL), including review of draft documents.

Ascent will continue to participate in biweekly conference calls with the Town, the Forest Service, and the applicant as part of Phase 2 (see Task 21, below).

PHASE 2: ENVIRONMENTAL ANALYSIS

Task 7 Resource Protection Measures and Specialist Reports

In collaboration with the Forest Service and the Town, Ascent will develop a list of Resource Protection Measures (RPMs) based on the Forest Service's and the Town's standard operating procedures and directives. An initial list of RPMs will be developed predicated on a preliminary understanding of the project based on the activities carried out under Phase 1 and continued into Phase 2 and will be discussed at a meeting among technical staff from Ascent, the Forest Service, and the Town. These initial RPMs will be used in the specialist reports, and they will be updated in the specialist reports between the draft and final reports. Through the process of preparing the specialist reports, additional RPMs may be added or initial RPMs modified, and a final list of RPMs intended to protect specific resource areas will be developed. A second meeting among resource specialists will be held to discuss the adequacy of the final list. These RPMs will be included as a part of the project description (and any applicable alternatives) and evaluated as such in the EIR/EIS. It is expected that even with implementation of the RPMs, significant environmental effects will be identified, requiring additional mitigation and necessitating the level of review that an EIR/EIS will provide.

Ascent will complete specialist technical reports to support the EIR/EIS. To the extent possible, we will incorporate existing information from prior studies in the area to avoid redundant efforts in the evaluation of resources. Ascent will work closely with Inyo National Forest technical staff to ensure that all desired information is included and that the technical reports reflect the preferred format of the Inyo National Forest. Ascent will use Inyo National Forest templates for the technical reports when they are provided. Forest Service technical staff and Town technical reviewers (if desired) will provide one review cycle for each report. The following reports will be prepared:

- ▶ Biological Assessment (BA) for Plant, Wildlife, and Aquatic Species
- ▶ Biological Evaluation (BE) for Plant, Wildlife, and Aquatic Species
- ▶ Management Indicator Species Report
- ▶ Migratory Bird Treaty Act Evaluation Report
- ▶ Invasive Plant/Noxious Weed Risk Assessment
- ▶ Aquatic Resources Delineation Report
- ▶ Section 106 Heritage Resources Technical Memo

Further coordination is ongoing with the Forest Service regarding the content and approach to these reports, which may require a contract amendment once more information is available. These technical reports will support some portions of the EIR/EIS analysis described below.

Deliverables/Meetings

- ▶ Two meetings among Ascent project management and specialist staff, Forest Service IDT specialists, and Town technical staff to establish RPMs (virtual)

- ▶ Draft and final RPMs (electronic submittal)
- ▶ Draft specialist reports (electronic submittal)
- ▶ Final specialist reports (electronic submittal)

Task 8 Identify Organization and Format of EIR/EIS

It is assumed that through a series of up to four conference calls, as well as email exchanges and telephone conversations, the following elements of the EIR/EIS will be agreed upon before Ascent proceeds with document preparation:

- ▶ Document Outline/Table of Contents
- ▶ Technical Chapter Outline
- ▶ General Terminology and Integration of CEQA/NEPA Terminology (e.g., Proposed Action Alternative or Proposed Action/Proposed Project Alternative)
- ▶ Alternatives, including the Proposed Action
- ▶ Use of Significance Criteria and Characterization of Impact Significance/Intensity
- ▶ Characterization of No Action Alternative and Use in Impact Analysis (vs. typical CEQA/NEPA existing condition baseline)
- ▶ Approach to the Evaluation of Connected Actions under NEPA
- ▶ Past, Present, and Reasonably Foreseeable Future Projects to Use for Cumulative Impact Analysis

Ascent will provide a draft Document Outline/Table of Contents, Draft Technical Chapter Outline, suggested terminology list, and list of questions for the lead agencies (i.e., the Town of Mammoth Lakes as the lead agency for CEQA and the Forest Service as the lead agency for NEPA). These materials will serve as the basis for discussions of document format and content. Based on lead agency input, updated versions of these documents will be prepared. Once the lead agencies agree on final versions of these materials, Ascent will use them to begin preparation of the EIR/EIS.

Deliverables/Meetings

- ▶ Document format/content guidance materials prior to meetings; final versions of materials to confirm agreement among lead agencies (electronic)
- ▶ Participation of up to three Ascent staff in up to four conference calls

Task 9 First Administrative Draft EIR/EIS

Task 9.1: Preparation of First Administrative Draft EIR/EIS

The Ascent team will prepare a First Administrative Draft EIR/EIS consistent with the format and approach developed during Task 8. Various chapters and sections of the EIR/EIS and related tasks are listed in Table 1 and the consultant team member (Ascent or SE Group) with primary responsibility is identified.

Some environmental issue areas may be “scoped out” based on the public scoping process and further coordination with the lead agencies; however, at this early stage, this scope or work assumes preparation of a

full-scope EIR/EIS. Chapter/section names and order may change based on the results of Task 8. It is also acknowledged that some topic areas, such as biological resources, may ultimately be split into multiple chapters, such as having wetlands addressed in a separate chapter, per Forest Service guidance.

As the document progresses, the team will coordinate and interact with the Town, the Forest Service, and the applicant team. Importantly, when significant impacts and associated mitigation measures are identified, it is suggested that we work with the team to determine if actions identified in the mitigation measures can be incorporated into the Specific Plan or if the impacts would instead continue to be identified as significant (with associated mitigation) in the EIR/EIS.

Table 1: Consultant Team Leads for EIR/EIS Chapters/Sections and Tasks

SECTION/CHAPTER/TASK	ASCENT	SE GROUP	COMMENTS
Initial EIR/EIS Sections/Chapters			
Executive Summary	Lead	Participates	To be provided with the 2nd Administrative Draft EIR/EIS
Table of Contents	Lead		
Introduction	Lead	Participates	
Description of Alternatives	Lead	Participates	
Approach to the Analysis	Lead	Participates	Addresses topics such how NEPA and CEQA are integrated into the impact analysis and projects to be included in the list of Reasonably Foreseeable Future Projects
EIR/EIS Technical Chapters			
Aesthetics		Lead	Visual simulations to be prepared by SE Group for inclusion
Air Quality	Lead		
Biological Resources	Lead		
Cultural Resources	Lead		
Energy	Lead		
Geology, Soils, and Mineral Resources	Lead		Applicant-prepared geotechnical reports will be reviewed for the analysis

Table 1: Consultant Team Leads for EIR/EIS Chapters/Sections and Tasks

SECTION/CHAPTER/TASK	ASCENT	SE GROUP	COMMENTS
Greenhouse Gases and Climate Change	Lead		
Hazards and Hazardous Materials	Lead		Applicant-prepared hazardous materials and fire safety/management/evacuation planning reports will be reviewed for the analysis
Hydrology and Water Quality	Lead		Applicant-prepared hydrology reports will be reviewed for the analysis
Land Use and Forestry Resources	Participates	Lead	Ascent provides content to SE Group related to Town land use issues. SE Group addresses Forest Service land use issues and completes chapter.
Noise	Lead		
Population, Employment, and Housing		Lead	
Public Services and Utilities	Lead		Applicant-prepared utility reports will be reviewed for the analysis
Recreation		Lead	
Transportation	Lead		LSC Transportation Consultants and Kimley Horn as subconsultants
Tribal Cultural Resources	Lead		
Wildfire	Lead		
Socioeconomics and Environmental Justice		Lead	
Other EIR/EIS Sections/Chapters			
Cumulative Impact Analyses	Lead	Participates	Each consultant prepares respective analyses for their chapters. Ascent compiles analyses as appropriate

Table 1: Consultant Team Leads for EIR/EIS Chapters/Sections and Tasks

SECTION/CHAPTER/TASK	ASCENT	SE GROUP	COMMENTS
Other Required NEPA and CEQA Analyses	Lead	Participates	Each consultant prepares respective CEQA/NEPA elements. Ascent compiles chapter
Consultation and Coordination	Participates	Lead	Ascent provides information to SE Group for inclusion
List of Preparers	Lead	Participates	SE Group provides information to Ascent for inclusion
References	Lead	Participates	SE Group provides Ascent references information for chapters they lead
Index	Lead	Participates	SE Group provides terms for inclusion in Index
Other Tasks			
Document Production	Lead		Ascent conducts Word Processing and Printing
Final QA/QC for all Chapters	Lead		Ascent reviews and provides QA/QC for all chapters, including those received from SE Group
Electronic Record	Lead	Participates	Ascent compiles the electronic record and SE Group provides content supporting their chapters
GIS Database Maintenance	Lead for data supporting chapters where Ascent is lead	Lead for data associated with project description and chapters where SE Group is lead	SE Group will be “keeper” of GIS data directly related to project description. Each firm maintains data related to their technical chapters. Before public release of Draft EIR/EIS, a single complete set of GIS data will be compiled for the lead agencies.
Record/Maintain Mailing Lists		Lead	SE Group maintains records of all mailing lists used.

Executive Summary

The executive summary will include a summary table of all impacts and mitigation measures identified in the EIR/EIS. An impact comparison table of the alternatives will also be included. The executive summary will be first provided with the 2nd Administrative Draft EIR/EIS described below.

Introduction

The Introduction will include a discussion of the project background, CEQA and NEPA and process to date, purpose and need and project objectives, issues analyzed and issues dismissed (if needed), consultation and public involvement, scope of the analysis, and regulatory framework.

Description of Alternatives

A preliminary project description would be developed by Ascent sufficient to support the NOP and NOI. This project description would be revised and expanded to include any project changes/refinements and further project details that are developed after scoping. To be sufficient to support the impact analysis, the project description will include locational descriptions, details of proposed project elements, construction methods, hours and season of operations, interrelationships with current operations, employment, visitation, and level of recreation. Projections of visitation generated by the project would be based on data provided by the applicant team. It is assumed that the alternatives that would receive a full analysis in each chapter of the EIR/EIS would consist of the Proposed Action Alternative, the No Action Alternative, and up to two additional action alternatives (e.g., an alternative with a modified site layout or reduced development). The analysis of each alternative would be conducted at a comparable level of detail consistent with the requirements of NEPA.

The alternatives chapter will also identify alternatives that were initially considered but not evaluated further, including justification for why these alternatives were not provided a full analysis in the EIR/EIS.

Approach to the Analysis

This chapter will assist the reader in understanding the EIR/EIS and the subsequent chapters in the document. Topics to be addressed will include:

- ▶ the differences between CEQA and NEPA and the approach to addressing these differences in a joint document;
- ▶ an overview of the organization, content, and approach taken in each resource analysis chapter;
- ▶ the general approach taken for the cumulative effects analysis;
- ▶ characterization of past and present projects that influence the existing cumulative condition; and
- ▶ the list of reasonably foreseeable future projects considered in the cumulative analysis taken in the impact analysis.

Aesthetics

The project area is located in a scenic alpine setting, with steep mountains, jagged peaks, meadows, and creeks. This EIR/EIS section will describe in clear and concise language the site's current appearance from key vantage points. Up to ten visual simulations total from key viewpoints in summer and/or winter conditions will be prepared by SE Group for inclusion as figures in the EIR/EIS. It is expected that simulations of the lodge area and ski area, including the location of a reservoir, will be needed. The EIR/EIS will use the Forest Service's Visual Management System, including Visual Quality Objectives (VQOs); VQOs provide a tool for the Forest Service to

define how a landscape will be managed, the level of acceptable modification permitted in the area, and under what circumstances modification may be allowed. VQOs direct visual resource management only on National Forest System lands and are not applicable to portions of the project area that occur on private lands.

The EIR/EIS analysis will describe how implementation of the project would change the view of the site from the key viewpoints, considering applicable RPMs that may minimize visual alterations. The EIR/EIS may also discuss in a general manner (without simulations) how the project could affect views from other notable viewpoints in the project vicinity. The analysis will also include a discussion of light- and glare-related impacts.

Air Quality

Regional and local air quality, including attainment status for all criteria pollutants, will be described. Short-term construction-related emissions and long-term operational emissions will be estimated using the most current version of the California Air Resources Board–approved California Emissions Estimator Model (CalEEMod) with project-specific details, Great Basin Unified Air Pollution Control District (GBUAPCD) recommended input parameters, CalEEMod default settings where appropriate, and specific data from the traffic analysis. Where feasible, emissions reductions resulting from RPM implementation will be reflected in the modelling input parameters. It is assumed that sufficient detail will be provided for the alternatives to conduct equitable emissions modeling for each alternative. Estimated levels of ozone precursors and particulate matter will be compared to GBUAPCD’s recommended mass emission thresholds. In addition, to comply with NEPA and Title I, Section 176(c) of the federal Clean Air Act (42 United States Code Section 7506(c)), a General Conformity Applicability analysis will be conducted, which would involve a comparison to applicable annual emissions de minimis levels. The analysis will be incorporated into the EIR/EIS analysis and included in the associated appendix as a standalone attachment.

The potential exposure of sensitive receptors to toxic air contaminants (TACs), odor sources, and carbon monoxide (CO) hot spots will be assessed qualitatively. Due to the proximity of sensitive receptors to the project site, it is possible that a Health Risk Assessment (HRA) would be required and/or recommended for the project. This scope does not include preparation of an HRA; however, Ascent can prepare one with a contract amendment and based on further discussion with the lead agencies and project team.

The air quality analysis will account for any emissions reduction actions proposed to apply to the project. Increases in criteria air pollutants, precursors, and exposure to TACs and odors (if applicable) during construction and operation of the project will be compared to applicable thresholds and mitigation measures will be prepared, as needed, that clearly identify timing, responsibility, and performance standards. Federal conformity analysis will also be addressed for each alternative.

Biological Resources

Documentation pertinent to the biological resources in the project area will be compiled, analyzed, and incorporated into the EIR/EIS. Based on information obtained through document review and the field surveys, Ascent will prepare the environmental setting of the biological resources section of the EIR/EIS. Data and observations on the presence/absence and distribution of sensitive species, and related critical habitats, in the project area will be integrated. This section will include figures showing the location and extent of potential sensitive biological resources in the project area. A brief overview of relevant federal, state, and local laws and regulations pertaining to the protection of biological resources in the project area will also be included. The EIR/EIS will use information from the biological resources reports prepared for the Forest Service by Ascent as part of Task 7 (e.g., BA, BE). After consideration of the impact reducing effects of applicable RPMs, potentially significant direct, indirect, and cumulative impacts on biological resources that could result from implementation of the project will be identified. Feasible and practical mitigation measures that would further minimize or eliminate potential significant adverse impacts on biological resources will be provided.

Cultural Resources

The Section 106 report prepared by Ascent will be relied upon to provide the basis for setting and impact information in the EIR/EIS. After consideration of the impact reducing effects of applicable RPMs, potentially significant direct and indirect impacts on cultural resources that could result from implementation of the project will be identified. Feasible and practical mitigation measures that would further minimize or eliminate potential significant adverse impacts on cultural resources will be provided.

Energy

Based on the CEQA Guidelines Appendix G checklist and the guidance included in CEQA Guidelines Appendix F regarding energy conservation and energy demand data to be supplied by the applicant, the EIR/EIS will include an analysis of the project's anticipated energy demands, reliance on fossil fuel energy sources rather than renewable sources, and determine whether the project would be likely to result in a wasteful or inefficient use of energy.

Geology, Soils, and Mineral Resources

It is assumed that the applicant would provide a geotechnical engineering report that would include information on geological and soil conditions and a land coverage assessment. The results of the report will be summarized for inclusion in the EIR/EIS and will be used as the basis for the impact assessment. The section will include a description of site geology and subsurface conditions, a description of local and regional seismic conditions, identification and estimated quantification (acres) of temporary and permanent ground disturbance, the amount of net new coverage that would result from the project, consideration of disturbance on high/moderate/low erodibility soils classes, and evaluation of slope stability concerns.

Compliance with existing building codes and seismic safety standards will be used as the basis for ensuring that potential seismic risks and geologic hazards (e.g., expansive or corrosive soils [if present]) are reduced to a less-than-significant level. Issues such as erosion, siltation, and loss of topsoil will also be addressed through compliance with existing building codes and other regulations (e.g., Forest Service requirements, LRWQCB erosion control standards), identification and implementation of standard best management practices (BMPs) provided by these sources, and implementation of relevant RPMs. Avalanche risk will be addressed in the Hazards and Hazardous Materials section, described below.

Greenhouse Gases and Climate Change

The analysis will include a brief discussion on the current state of the science (e.g., Intergovernmental Panel on Climate Change's [IPCC] Fourth Assessment Report) along with applicable regulatory framework and relevant guidance (e.g., AB and Senate Bill [SB] 32, federal guidance on addressing climate change in NEPA documents) associated with climate change. Project-generated construction- and operational-related greenhouse gas (GHG) emissions will be quantified and discussed. Any GHG emissions reductions attributable to RPMs will be included in the GHG emissions modelling. It is assumed that sufficient detail will be provided to conduct an equal level of analysis of GHG emissions modeling for the alternatives. The analysis will evaluate the project in terms of its consistency with federal GHG thresholds; California's GHG reduction goals; the Town of Mammoth General Plan; goals and policies, recommendations contained in the SB 32 Scoping Plan; and GBUAPCD' mass emissions thresholds for determining whether project generated GHG emissions would be a cumulatively considerable contribution to the global impact of climate change. The analysis will also include a qualitative discussion about any potential adverse impacts to the project from adaptation to climate change, if any. Mitigation measures will be prepared, as needed, that clearly identify timing, responsibility, and performance standards.

Hazards and Hazardous Materials

This EIR/EIS section will address the potential for introduction of hazardous materials that could affect the environment and the ability to evacuate the project area during an emergency and any increases in demand on emergency service providers that may cause. Provisions from the Public Health and Safety Element of the Town's General Plan will be reviewed and summarized, as applicable. It is assumed that information on the methods for evacuation and the personnel and equipment needed to execute an evacuation will be provided by the applicant. (See, also, the discussion on Wildfire below.)

Ascent will also consult with the Town and MMSA, as well as review available records pertaining to avalanche history and whether the project is located in any known avalanche runout zones.

After consideration of the impact reducing effects of applicable RPMs, potentially significant direct, indirect, and cumulative impacts related to hazards and hazardous materials that could result from implementation of the project will be identified. Feasible and practical mitigation measures that would further minimize or eliminate potential significant adverse impacts will be provided.

This section will not address issues related to hazards within one-quarter mile of a school or airport hazards as there are none of these land uses near the project site. Results from the Phase I Environmental Site Assessment, to be prepared by the applicant team, will be incorporated into the EIR/EIS.

Hydrology and Water Quality

It is assumed that the applicant would provide a hydrology report. The results of the report will be summarized for inclusion in the EIR/EIS and will be used as the basis for the impact assessment. Areas of focus for this section will include the impacts of the project on drainage patterns, rate or amount of surface runoff, stream sedimentation, groundwater supply, and water quality. Impacts will be primarily related to project construction and stormwater drainage and would be addressed through BMPs and RPMs applied to these issues. It is assumed that construction drawings and other materials provided by the applicant will indicate drainage plans for the project and any physical BMPs to be included in the project design. Although complete engineering drawings are not anticipated for project alternatives, it is assumed that sufficient information (e.g., conceptual drawings or textual descriptions of drainage plans) can be supplied by the applicant to provide an equitable level of analysis for project alternatives.

Using the applicant-provided water supply and hydrological technical study, and information from Ascent's evaluation of hydrological issues, the EIR/EIS will evaluate the potential effects of the project on groundwater and surface water (and provide direct and indirect input to the aquatic resources evaluation) and on water quality. Ascent will also review the snow storage, drainage, and stormwater management plans as a basis for evaluating whether any residual adverse effects on hydrology, flooding, or water quality could result from project implementation.

Land Use and Forestry Resources

This section will address land use issues related to Forest Service plans and policies, as well as applicable Town land use plans and policies. The project will require an amendment to the Town's General Plan to include the project site within the Town's Urban Growth Boundary as well as amendments to the Town's General Plan and Municipal Code to create a Mammoth Main Lodge Base Specific Plan (MMLBSP) land use designation and zoning district. The General Plan amendment will also update the Town's Buildout Table and projection. Ascent will examine the existing land use patterns in the area and will describe the potential for division of or conflicts with existing communities. Policies pertaining to resource issues will be addressed in each relevant technical area of the EIR/EIS.

Issues relating to forestry resources from the implementation of expanded ski areas will be addressed in this section of the EIR/EIS. It is assumed that Forest Service staff will supply the appropriate level of technical review based on their understanding of the forestry resources in the areas proposed for clearing.

Noise

The existing ambient noise environment on and near the project area will be described based on baseline noise measurements which will be taken as part of this Phase 2 scope of work, focusing on general ambient noise levels and application of widely accepted prediction methodologies (e.g., Federal Highway Administration [FHWA] Traffic Noise Prediction Model). This scope assumes four full days of staff time to conduct on-site noise measurements, time to assimilate noise data, and preparation for conducting noise monitoring. Noise monitoring results will be included as an appendix to the EIR/EIS. This section will include information on the location of existing sensitive receptors (e.g., nearby residences and open space/recreation areas) and major noise sources (e.g., maintenance of Mammoth Mountain ski resort and ski areas, general activity at the resort, snowmaking, motor vehicle traffic along Minaret Road [State Route 203], Mammoth Yosemite Airport), ambient noise levels, and natural factors that relate to the attenuation thereof. The EIR/EIS will analyze potential short-term construction-related noise (e.g., use of heavy-duty equipment for construction activities) and long-term operational noise (e.g., new resort operations). For project-generated transportation noise sources, average daily traffic volumes and distribution characteristics from the traffic analysis, reference noise measurement data, and prediction methods will be used to assess local noise increases.

Construction noise and operational noise impacts will be determined using applicable adopted noise standards contained in the local municipal code and/or General Plan, as well as a consideration of substantial noise increases, consistent with applicable CEQA case law (e.g., King & Gardiner Farms, LLC v. County of Kern), that requires noise analyses to not only consider adopted maximum noise standards but to also evaluate how project-generated noise increases affect nearby receptors

Noise levels will be modeled for existing and cumulative conditions (both with and without the project) for the purposes of determining increases and potential land use compatibilities at sensitive receptors. It is assumed that sufficient detail will be provided for the alternatives to conduct equitable noise modeling for the alternatives. The Town of Mammoth Lakes General Plan Noise Element, including Table 3, will be used as a basis for establishing thresholds of significance. The analysis will qualitatively address the potential exposure to vibration noise. Mitigation measures will be prepared, as needed, that clearly identify timing, responsibility, and performance standards.

Population, Employment, and Housing

The project will provide short-term (e.g., construction) and long-term employment opportunities. The analysis will describe local and regional housing opportunities including workforce housing proposals, any project-generated demands (e.g., new employees generating additional demand for housing in the region), and the housing opportunities that the project would offer. Policies in the Town of Mammoth Lakes General Plan Housing Element, including policies pertaining to workforce housing (Goal H.2), will be reviewed and considered as appropriate. It is assumed that the applicant will provide information on the amount of employee housing to be developed within the project boundary or elsewhere in the Town of Mammoth Lakes or other locations, if planned. The impact analysis will be based on CEQA checklist questions included in CEQA Guidelines Appendix G (inducement of substantial population growth, displacement of housing, etc.).

Public Services and Utilities

Ascent will consult with public service providers (Mammoth Lakes Fire Protection District, Town Police Department, Town Parks and Recreation Department, and Mammoth Unified School District) pertaining to their ability to provide adequate service to the project while maintaining sufficient service levels to existing uses.

Goals and policies in the Public Health and Safety Element of the Town's General Plan will be considered as applicable. The need for new facilities will be described with the associated potential environmental impacts.

The applicant is expected to provide studies analyzing the provision of utilities to the project, including water and wastewater.

- ▶ **Water.** Ascent will prepare the water supply section of the EIR/EIS and will evaluate the supply and demand for water and the ability of water developers to serve the project and cumulative development in the Town of Mammoth Lakes. It is assumed that the applicant would provide water demand calculations, if they are determined to be needed, which would be used as the basis for the water supply analysis in the EIR/EIS. Due to the size of the project, it will be evaluated under Section 15155 of the CEQA Guidelines (water supply projects). Ascent will consult with the Mammoth Community Water District as part of the analysis.
- ▶ **Wastewater.** After evaluating the feasibility of two wastewater management options, the applicant has determined to implement an on-site modular wastewater treatment facility as part of the project. Ascent will prepare the wastewater section of the EIR/EIS and will evaluate the project's anticipated demands and the wastewater treatment and conveyance capacities to serve the project and cumulative development in the Town of Mammoth Lakes. The applicant's feasibility report will, in part, be used as the basis for the wastewater analysis in the EIR/EIS, together with other available information relating to environmental resource areas (e.g., water quality, water quantity, soil and geological resources).
- ▶ **Electricity/Gas/Energy.** Ascent will use applicant-prepared utility reports by NV5 Consulting to identify whether energy system purveyors have sufficient capacity to serve the project and if not, the needs and potential impacts associated with expanding service. The EIR/EIS will also include an analysis of total energy use, including the concept of wasteful energy use. It is assumed that the applicant will provide energy use data for the project and information on any differences in energy use that might be associated with the alternatives. If geothermal wells are proposed, the analysis will be subject to a scope of work amendment.

Recreation

The project may increase the use of adjacent Forest Service land if it provides more convenient access to a remote area or increases visitation. Although this increase in use is not expected to result in the need for additional facilities that could cause a significant effect on the environment, it could result in the deterioration of existing facilities, including trails. The EIR/EIS will include an analysis of this issue and of potential changes in the recreational experience, as well as consideration of policies in the Parks, Open Space and Recreation Element of the Town's General Plan and the Forest Plan.

Transportation

LSC, supported by Kimley-Horn, will prepare a transportation impact study for the project, focusing on vehicle miles traveled (VMT) (using the Town's VMT thresholds), safety, and adequacy for emergency response. The results of the study will be the basis for the EIR/EIS transportation section, which will be prepared by Ascent. It is assumed that sufficient detail will be provided for the alternatives to support equitable traffic modeling for each alternative. The EIR/EIS transportation section will also evaluate the project's potential impacts related to alternative travel modes, including pedestrian, bicycle, and transit consistent with CEQA Appendix G.

Tribal Cultural Resources

The Section 106 report prepared by Ascent will be relied upon to provide the basis for setting and impact information in the EIR/EIS related to tribal cultural resources. Potentially significant direct and indirect impacts on tribal cultural resources that could result from implementation of the project will be described. Feasible and practical mitigation measures that would minimize or eliminate potential adverse impacts on cultural resources will be provided. It is assumed that tribal cultural resource consultation, as required by SB 18 and AB 52, will be conducted by the Town (as recommended under SB 18 and AB 52 guidance), and Ascent will assist the Town as described above under Task 4.4.

Wildfire

The EIR/EIS will include a section evaluating the potential effects related to wildfire using the questions included in the CEQA Guidelines Appendix G checklist. The analysis will consider the wildfire severity zones and policies in the Public Health and Safety Element of the Town's General Plan. It is expected that the applicant team will prepare a defensible space and wildfire evacuation plan, as well as information on any project elements supporting a shelter in place option. This applicant provided information will be reviewed for this analysis. Ascent will consult with the Mammoth Lakes Fire Protection District as part of the analysis.

Socioeconomics and Environmental Justice

CEQA does not require the analysis of socioeconomics and environmental justice; therefore, this section would be prepared to satisfy the Forest Service's obligation to evaluate this issue under NEPA. Project implementation has the potential to affect not only the physical environment but also the socioeconomic environment, due to the public use of private and National Forest System lands in the project area and the economies and societies of adjacent communities. Issues such as Town/County tax revenue, tourism, and visitor spending will be addressed. SE Group will conduct input-output modeling to address direct and indirect effects.

Cumulative Impact Analyses

Implementation of the project could potentially result in significant impacts to the above resource areas. When taken together with the effects of past projects, other current projects, and probable future projects, the project's contribution to the overall cumulative effect of all these activities could be considerable. Ascent will develop cumulative impact analyses, consistent with the requirements of both CEQA and NEPA, for each environmental issue area following the format agreed to with the completion of Task 8.

Other Required CEQA and NEPA Analyses

CEQA has very specific requirements for the contents of an EIR. Ascent will include in the EIR/EIS the following: Significant Environmental Effects Which Cannot Be Avoided, Significant Irreversible Environmental Changes, and Growth-Inducing Impacts.

It is assumed that required NEPA analyses in this chapter would include Short-Term Uses of the Environment versus Maintenance and Enhancement of Long-Term Productivity, Irreversible and Irretrievable Commitments of Resources, Environmentally Preferable Alternative, and Consistency with Executive Orders.

Other Chapters/Sections

Ascent will prepare the following other chapters/sections as part of the EIR/EIS: Table of Contents, Consultation and Coordination, List of Preparers, and References. Given the ability to easily search electronic documents for specific words or terms, the value of an Index has declined considerably. Meanwhile, inclusion of an index can be in direct conflict with EIS page limits under NEPA. Therefore, an Index is not proposed to be part of this EIS/EIS.

Electronic Record

Ascent will compile an electronic copy of all cited literature, studies, personal communications, and reference materials used by Ascent and SE Group during preparation of the EIR/EIS. We will consolidate the electronic record materials for delivery to the lead agencies with the Public Draft EIR/EIS and again with the Final EIR/EIS.

Task 9.2: First Administrative Draft Delivery Review Meeting

Staff from the Town and the Forest Service reviewing the First Administrative Draft EIR/EIS may not have previously reviewed a joint CEQA/NEPA document. Elements of the organization, content, and approach in the EIR/EIS may be unfamiliar and potentially inconsistent with expectations or past experience with environmental review documents. Upon delivery of the First Administrative Draft EIR/EIS, two Ascent staff will be available to participate in a conference call with Town and Forest Service staff to “walk through” the document and identify elements that may be unfamiliar but are necessary to meet the regulatory requirements of CEQA and/or NEPA. It is expected that senior Town and Forest Service staff would participate to provide guidance to staff on the review expectations for the joint document.

Deliverables/Meetings

- ▶ First Administrative Draft EIR/EIS (electronic)
- ▶ Participation of up to two Ascent staff in a document “walk through” conference call

Task 10 Second Administrative Draft EIR/EIS

Task 10.1: Second Administrative Draft EIR/EIS

The Town, the Forest Service, and the applicant team will each provide one set of consolidated, non-conflicting comments on the First Administrative Draft EIR/EIS to Ascent. Up to three Ascent staff will be available to participate in a conference call to discuss key issues raised in the comments and approaches to the comments acceptable to both lead agencies. For past joint documents prepared by Ascent, the most efficient mechanism to provide comments has been for reviewers to track changes and add “comment bubbles” in a Word file. This approach allows electronic consolidation of comments from multiple sources into a single file and provides a mechanism for Ascent to electronically record the response to each comment in the file. It is assumed that this comment and review process will also be used for the project. Ascent will prepare the Second Administrative Draft EIR/EIS in accordance with review comments from the Town, the Forest Service, and the applicant team. Ascent will provide both a track changes version of the electronic file, recording how review comments were responded to, and a “clean” version of the file where all text changes have been accepted and comment bubbles removed.

Task 10.2: Mitigation Monitoring and Reporting Program

Ascent will prepare a draft Mitigation Monitoring and Reporting Program (MMRP), consistent with the requirements of CEQA. The MMRP will lay out the information necessary for Town staff to determine if and when a mitigation measure is complete or whether ongoing mitigation is implemented in conformance with the EIR/EIS; such information includes timing, responsible party, and performance standards. The MMRP is not proposed to include the Forest Service RPMs; however, we can include them with a contract amendment and based on discussions with the lead agencies. The Town, Forest Service, and applicant team will each provide one set of consolidated, non-conflicting electronic comments on the draft MMRP. Once consolidated comments are received, Ascent will incorporate comments and prepare the final MMRP.

Deliverables/Meetings

- ▶ Second Administrative Draft EIR/EIS (electronic)
- ▶ Participation of up to three Ascent staff in a comment review conference call
- ▶ Draft and Final MMRP (electronic)

Task 11 Screencheck Draft EIR/EIS

The Town, Forest Service, and applicant team will each provide one set of consolidated, non-conflicting electronic comments on the Second Administrative Draft EIR/EIS to Ascent. Ascent will prepare the Screencheck Administrative Draft EIR/EIS in accordance with review comments from the Town, Forest Service, and applicant team. Ascent will provide both a track changes version of the electronic file, recording how review comments were responded to, and a “clean” version of the file where all text changes have been accepted and comment bubbles removed.

Deliverables/Meetings

- ▶ Screencheck Draft EIR/EIS (electronic)

Task 12 Public Draft EIR/EIS

Following receipt of comments from the Town, Forest Service, and applicant team, and approval of the Screencheck Draft EIR/EIS, Ascent will prepare the Public Draft EIR/EIS. It is assumed that the Town and the Forest Service will prepare and distribute the notices of availability to the project mailing list, the Federal Register, the county clerk’s office, and any other necessary agencies. Additionally, the Town and/or the Forest Service will be responsible for newspaper noticing and any other noticing. Ascent will submit the Public Draft EIR/EIS (and NOC) to the State Clearinghouse via its online submittal system.

Deliverables/Meetings

- ▶ Public Draft EIR/EIS: electronic copy and NOC submitted to the State Clearinghouse; 10 printed copies, with appendices on CD, mailed to the Town and one electronic copy for its records; 10 printed copies, with appendices on CD, mailed to the Forest Service and one electronic copy for its records
- ▶ Web-friendly files for posting to the project website (less than 10 MG)
- ▶ Draft EIR/EIS reference materials (to be provided on flash drives)

Task 13 Draft EIR/EIS Public Hearings

Ascent’s principal-in-charge and project manager will attend up to two public hearings, to be organized by the Town, during the Draft EIR/EIS review period. It is assumed that these meetings will occur on the same day or on consecutive days. Ascent will be available to describe the conclusions presented in the Draft EIR/EIS and respond to any questions on the Draft EIR/EIS analysis. It is assumed that the applicant will arrange for a court reporter to attend the public hearings and record public comments. This task also includes participation by the Ascent principal-in-charge and project manager in up to two planning conference calls prior to the hearings and preparation of PowerPoint slides to support a meeting presentation.

Deliverables/Meetings

- ▶ PowerPoint presentation slides (electronic)
- ▶ Attendance at up to two public hearings in the Town of Mammoth Lakes and participation in up to two pre-hearing preparation conference calls

Task 14 Final EIR/EIS Responses to Comments

The Town and the Forest Service will be responsible for receiving all public comments on the Draft EIR/EIS and providing them to Ascent. Ascent will review all comments received during the public review period, as well as late comments that require a response. We will thoughtfully respond to the comments received and will provide thorough, well-substantiated responses for comments that raise issues with the environmental analysis in the Draft EIR/EIS.

It is anticipated that weekly conference calls with the Town, the Forest Service, and the applicant team will provide a forum to discuss strategies for responding to comments (Ascent's participation in these calls is included in Task 21, below).

We cannot know at this time the number and complexity of comments to be received. Based on preliminary conversations with the Town, there is anticipated to be intense public interest in the project. A substantial effort was required to prepare responses to comments for the Village at Palisades Tahoe (formerly, Squaw Valley) Specific Plan EIR and the Gondola Base-to-Base EIR/EIS. For this scope of work, 400 hours of Ascent labor time is allocated to preparing the first draft of responses to comments. Once comments are received and the project team has had a reasonable amount of time to assess the content of the comments, Ascent will reassess the anticipated level of effort required to prepare the first draft responses and request a contract amendment if necessary.

Deliverables/Meetings

- ▶ First draft of responses to comments (electronic)
- ▶ Participation by up to three Ascent staff in up to two conference calls to discuss responses to comments

Task 15 Administrative Final EIR/EIS

After preparing the first iteration of responses to comments and receiving Town and Forest Service comments on these responses, Ascent will incorporate the responses into an Administrative Final EIR/EIS. It is assumed that the same review process described above for the Draft EIR/EIS deliverables will be implemented (e.g., comments provided in track changes in Word documents, consolidated comments from the agencies). Ascent will prepare an Administrative Final EIR/EIS that includes a reprinting of the Draft EIR/EIS with modifications based on the responses to comments or input from the lead agencies. NEPA does not require reprinting of a Draft EIS if there are minor changes to the original Draft EIS. However, anticipating a high volume of comments, with at least some corrections or adjustments made to the Draft EIR/EIS, this scope of work assumes a complete reprinting of the document as part of the Final EIR/EIS.

The Final EIR/EIS will also include an introductory chapter related to the process for moving from the Draft EIR/EIS to the Final EIR/EIS; a list of persons, organizations, and public agencies commenting on the Draft EIR/EIS; a summary of any lead agency– or applicant-initiated modifications to the project description or other elements of the EIR/EIS not implemented as a result of comments on the Draft EIR/EIS (if needed); a response to comments chapter or appendix, which will include the enumerated comment letters and any public hearing transcripts as well as responses to significant environmental points raised in comment letters received on the

Draft EIR/EIS; and the MMRP, which was included as an attachment to the Draft EIR/EIS and will be revised to be consistent with any changes made in the Final EIR/EIS.

It is assumed that a separate chapter showing text revisions to the EIR/EIS will not be required, with text revisions being recorded either in the body of the EIR/EIS through underline/strikeout or other means or in the responses to comments.

If there are project changes between the Draft and Final EIR/EIS, the Final EIR/EIS will include an evaluation of whether any of these project changes result in new significant impacts or trigger any other criteria that would result in the need to recirculate the Draft EIR/EIS. If recirculation of any EIR/EIS section/analysis is ultimately needed, a contract amendment will be required to address this effort.

It is anticipated that weekly conference calls with Town and Forest Service staff and the applicant team will provide a forum to discuss strategies for preparing the Final EIR/EIS (Ascent's participation in these calls is included in Task 21, below).

As stated above for Task 14, we cannot know at this time the number and complexity of comments to be received. Therefore, we also cannot know the extent of changes to the EIR/EIS that may be needed in response to comments or the extent of changes that may be initiated by the lead agencies or the project applicant. Each of these elements could significantly influence the level of effort required to prepare the Final EIR/EIS, beyond just the responses to comments.

Deliverables/Meetings

- ▶ Administrative Final EIR/EIS (electronic)
- ▶ Participation by up to three Ascent staff in up to two conference calls to discuss responses to comments and the Final EIR/EIS

Task 16 Screencheck Final EIR/EIS

Ascent will revise the Administrative Final EIR/EIS and prepare the Screencheck Final EIR/EIS in accordance with review comments from the Town, the Forest Service, and the applicant team.

Deliverables/Meetings

- ▶ Screencheck Final EIR/EIS (electronic)

Task 17 Public Final EIR/EIS

Following receipt of comments on and approval of the Screencheck Final EIR/EIS, Ascent will prepare the Public Final EIR/EIS. The Town and the Forest Service will be responsible for preparing and distributing notices to the project mailing list. Ascent will be responsible for preparation of a draft and final Record of Decision (ROD) and notices. Ascent will submit the Final EIR/EIS (and NOC) to the State Clearinghouse via its online submittal system.

Following project approval and EIR certification, Ascent will prepare and file the notice of determination (NOD) with the State Clearinghouse. It is assumed that the Town will file the NOD with the County Clerk and arrange for the payment of the California Department of Fish and Wildlife review fee.

Deliverables/Meetings

- ▶ Public Final EIR/EIS: electronic copy and NOC submitted to the State Clearinghouse; 10 printed copies, with appendices on CD, mailed to the Town and one electronic copy for its records; 10 printed copies, with appendices on CD, mailed to the Forest Service and one electronic copy for its records
- ▶ Web-friendly files for posting to the project websites (less than 10 MG)
- ▶ Final EIR/EIS reference materials (to be provided on flash drives)
- ▶ Draft and final Record of Decision (electronic)

Task 18 Findings and Statement of Overriding Considerations

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

Deliverables/Meetings

- ▶ Draft Findings and Statement of Overriding Considerations (electronic)
- ▶ Final Findings and Statement of Overriding Considerations (electronic)

Task 19 Final EIR/EIS Hearings

Task 19.1: Objection Review Process

Ascent's team will participate and assist the Forest Service in the objection review process. At the direction of the Forest Service we will review objections received during the objection period to determine whether each objection meets the requirements of eligibility (36 CFR 219.53), content (36 CFR 219.54(c), authorship (36 CFR 219.54(c)(2), and timeliness (36 CFR 219.56) and will consult with Forest Service staff. Ascent's team will assist Forest Service staff in setting aside objections that do not meet the requirements of eligibility and resolving those that do. We assume that the Forest Service will publish objections not set aside in the newspaper of record, conduct meetings, and post objections and notices on the SOPA/project website.

Task 19.2: Final EIR/EIS Hearings

Ascent's principal-in-charge and project manager will attend one Planning and Economic Development Commission hearing and one Town Council hearing addressing EIR/EIS certification and project approval. Ascent will be available to describe the conclusions presented in the Final EIR/EIS and respond to any questions. This task also includes participation by the Ascent principal-in-charge and project manager in up to four planning conference calls prior to the hearings and preparation of PowerPoint slides to support a meeting presentation.

Deliverables/Meetings

- ▶ PowerPoint presentation slides (electronic)

- ▶ Attendance at two public hearings in the Town of Mammoth Lakes and participation in up to four pre-hearing preparation conference calls

Task 20 Coordination with Forest Service and SE Group (NEPA Preparers)

Preparing a joint CEQA/NEPA document requires considerable coordination between the lead agencies. In a case like the Mammoth Main Lodge Redevelopment project, where two consultant teams will prepare the EIR/EIS, considerable coordination between these team members is also required. Ascent will continue to coordinate and interact with the Forest Service and SE Group, in collaboration with the Town, as the EIR/EIS is prepared. It is assumed that frequent e-mails and phone calls will be required, beyond the scheduled meetings identified in Task 21, below, to adequately coordinate the NEPA and CEQA processes and to relay information between Ascent and SE Group regarding our respective focus areas for the environmental review.

Deliverables/Meetings

- ▶ Coordination with the Forest Service and SE Group, in collaboration with the Town, via e-mails and phone calls in support of joint CEQA/NEPA document preparation and to relay information and data between document teams

Task 21 Project Management/Meetings

Ascent's team will attend meetings and conference calls with the Town, the Forest Service, and the applicant team to discuss project components, progress, etc. We will also conduct or participate in meetings with key stakeholder agencies likely to have a direct interest in the scope and content of the EIR/EIS (e.g., USFWS, LRWQCB). We have included budget for the following meeting attendance:

- ▶ Ascent's principal-in-charge, project director, and project manager (or a combination thereof) will participate in up to 64 conference calls with the project team. The number of conference calls is based on an average of two, 90-minute calls a month over 32 months of Phase 2 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 complete the EIR/EIS. Potential agency contacts would include USFWS and LRWQCB. Up to four conference calls attended by up to two Ascent staff, and hours for other phone calls and email coordination, are included in this item to accommodate meetings with additional agencies or multiple meetings with single agencies if needed.

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

Ascent's 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. Ascent 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

- ▶ Participation in the following conference calls

- Conference calls (64)
- Stakeholder agency contacts (up to four conference calls, and additional telephone and email contacts)
- ▶ Previously Identified Meetings – Other meetings already identified in this Phase 2 scope of work are listed here to provide a single reference for all meetings. Labor hours for these meetings are included in their respective tasks.
 - Task 8: Identify Organization and Format of EIR/EIS
 - Participation in up to four conference calls
 - Task 9: 1st Administrative Draft EIR/EIS
 - Participation in one comment review conference call
 - Task 10: 2nd Administrative Draft EIR/EIS
 - Participation in one comment review conference call
 - Task 12: Draft EIR/EIS Public Hearing
 - Attendance at up to two public hearings in the Town of Mammoth Lakes and participation in up to two pre-hearing preparation conference calls
 - Task 14: Final EIR/EIS Responses to Comments
 - Participation in up to two conference calls to discuss responses to comments
 - Task 15: Administrative Final EIR/EIS
 - Participation in up to two conference calls to discuss responses to comments and the Final EIR/EIS
 - Task 19: Final EIR/EIS Hearings
 - Attendance at two public hearings in the Town of Mammoth Lakes and participation in up to four pre-hearing preparation conference calls

Contingency Funding

The cost estimate table provided in Attachment C includes a line item with a 20 percent contingency fund for the Ascent team to minimize the need to execute future contract amendments. The contingency funding could only be accessed with prior written authorization from the Town.

Project Schedule

Ascent projects the following 32-month schedule for completion of the EIR/EIS, a copy of which was previously provided to the team on June 21, 2022 and has recently been updated. 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.

EXHIBIT "B"
SCHEDULE OF SERVICES

Work Product/Milestone	Review Period from Previous Task	Estimated Due Date
Phase 2 scope development and Town approval	NA	Aug—Sept 2022
NOP and NOI publication	NA	Oct 2022
Public scoping	30 days	Oct—Nov 2022
Fieldwork	NA	Summer 2021, Fall/Winter 2022 (possible), Spring/Summer 2023
Admin Draft EIR/EIS submittal	6 months from end of scoping and 1 month after completion of remaining surveys	Sept 2023
Team to provide comments	4 weeks	Oct 2023
2 nd Admin Draft EIR/EIS submittal	4 weeks	Nov 2023
Team to provide comments	2 weeks	Nov 2023
Screencheck Draft EIR/EIS submittal	3 weeks	Dec 2023
Team to provide comments	2 weeks	Dec 2023
Public Draft EIR/EIS publication	3 months (includes FS process)	Mar 2024
Public review period	45 days	Apr 2024
Draft Response to Comments submittal	2 months from end of public review	June 2024
Team to provide comments	4 weeks	July 2024
Admin Final EIR/EIS submittal	4 weeks	Aug 2024
Team to provide comments	4 weeks	Sept 2024
Screencheck Final EIR/EIS submittal	3 weeks	Oct 2024
Team to provide comments	3 weeks	Oct 2024
Public Final EIR/EIS publication	3 months (includes FS process)	Dec 2024
CEQA public review period	10 days	Jan 2025

Work Product/Milestone	Review Period from Previous Task	Estimated Due Date
USFS NEPA objection period	45 days from publication	Feb 2025
USFS NEPA objection resolution period (if needed)	45 days	Mar 2025
Town hearings, EIR certification, and NOD	4 weeks from end of 10-day public review period	Mar–Apr 2025
FS signs ROD	45 days from end of objection resolution period	May 2025

ATTACHMENT B

MAMMOTH MAIN LODGE REDEVELOPMENT SPECIFIC PLAN ENVIRONMENTAL SERVICES PROPOSED COST ASSUMPTIONS

The proposed price for the Mammoth Main Lodge Redevelopment Specific Plan EIR/EIS is presented in the attached spreadsheet (Attachment C). 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 needs of the Town and Forest Service and revising the scope of work and price, as warranted, to meet those expectations.

1. **Proposed Price Validity:** The price proposed to carry out the scope of work is valid for 120 days from the date of submittal, after which it may be subject to revision.
2. **Schedule:** The price is based on the proposed 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.
3. **Price and Staff Allocation to Tasks:** The proposed price has been allocated to tasks. Work has been assigned to the identified staff or labor category. Ascent will reallocate budget or staff among tasks, as needed, as long as the total contract price is not exceeded.
4. **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.
5. **Subcontractor Administrative Cost:** An administrative cost of 5 percent will be applied to subcontractor prices for purposes of contract execution and management, invoicing, and payment processing.
6. **Public Notices and Filing Fees:** The Town will be responsible for the cost of newspaper publication of notices as well as the California Department of Fish and Wildlife Filing Fee (payable to the County Clerk) at the time the NOD is filed (if additional fees are required). These costs are not included in the proposed price.
7. **Billing Rates:** The proposed billing rates apply to the current calendar year. For work performed after this year has concluded, budget augmentations and contract amendments will be calculated using updated billing rates, unless precluded by contract terms.
8. **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 and Forest Service, a budget amendment will be warranted to the extent completed work needs to be revised or redone.
9. **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.

10. **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.
11. **Document Review Cycles:** Review cycles for preliminary versions of the deliverables are specified in the enclosed scope of work. Additional review cycles or additional versions of administrative or other drafts, if desired, can be provided with a budget augmentation.
12. **Consolidated Comments:** The Town, Forest Service, and MMLR will each provide Ascent with one consolidated set of reconciled, non-conflicting comments on preliminary drafts.
13. **References Cited:** Ascent will maintain electronic copies of reference documents or portions of documents cited and will make the electronic files available during public review. Ascent will submit electronic copies of references to the Town for project files upon completion of the authorized work.
14. **Litigation Support:** Ascent is available to assist in the lead agency's response to a lawsuit, subject to an amendment to the contract and budget. Except for electronic files of cited references, which will be provided as described above, assembly of an administrative record or project record, whether needed for litigation or other purposes, is not included in the budget, but can be provided with a budget augment.

EXHIBIT "C"
COMPENSATION

PRICE PROPOSAL
Mammoth Main Lodge Redevelopment Specific Plan EIR/EIS

September 29, 2022

hourly rate:

Jakobs	Bechta	Henningsen												
PIC	Project Director	Project Manager	Asst. Project Manager	Sr. AQ/Noise/GHG	AQ/Noise/GHG Analyst	Sr. Botanist/Wetland Ecologist/Biologist	Wetland Ecologist/Wildlife Biologist	Planner/Cultural Resources Specialist	Env. Analyst	GIS/ Graphics	Word Processing/Admin			
\$325	\$255	\$195	\$150	\$190	\$145	\$190	\$150	\$160	\$155	\$145	\$135			

PHASE 1 LABOR COSTS

Task	Description	Price	Hours	Jakobs	Bechta	Henningsen	Asst. Project Manager	Sr. AQ/Noise/GHG	AQ/Noise/GHG Analyst	Sr. Botanist/Wetland Ecologist/Biologist	Wetland Ecologist/Wildlife Biologist	Planner/Cultural Resources Specialist	Env. Analyst	GIS/ Graphics	Word Processing/Admin
Task 1: Project Initiation															
Task completed		\$ -	0												
Subtotal, Task 1		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 2: Project Description															
Project description		\$ 11,680	68	4	4	12	28							12	8
Subtotal, Task 2		\$ 11,680	68	4	4	12	28	0	0	0	0	0	0	12	8
Task 3: Noticing and Scoping															
Draft NOP and NOI		\$ 17,420	108	4		8	32	2	6	4	8	2	24	8	10
Final NOP and NOI		\$ 5,705	34	2		4	12	1	1	2	2	2	2	2	4
Project Study Plan (for Forest Service)		\$ 6,550	38	2		12	20							2	2
Scoping materials		\$ 3,925	23	2		4	8							8	1
Scoping meetings (2)		\$ 9,370	38	16		20									2
Scoping Report (SE Group lead)		\$ 2,330	10	2	2	6									
Post-scoping IDT meeting (1)		\$ 8,710	34	16		18									
Subtotal, Task 3		\$ 54,010	285	44	2	72	72	3	7	6	10	4	26	20	19
Task 4: Field Surveys															
4.1 Botanical Field Surveys (2 staff @ four, 10-hour days each; plus travel time & background info review)		\$ 20,970	118	2	8	4				48	52			4	
4.2 Aquatic Resources Field Delineation (2 staff @ three, 10-hour days each; plus travel time & background info review)		\$ 17,560	98	2	8	4				38	40			6	
4.3 Wildlife Field Surveys (2 staff @ 8 days each; plus travel time & background info review)		\$ 27,600	172	4	8	4				4	136			16	
4.4 Cultural Field Surveys (2 staff @ 5 days each; plus travel time & background info review) and reports		\$ 67,065	415	2	8	4						370		21	10
Subtotal, Task 4		\$ 133,195	803	10	32	16	0	0	0	90	228	370	0	47	10
Task 5: Refine Project Schedule and Scope															
Task completed		\$ -	0												
Subtotal, Task 5		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 6: Project Management/Meetings															
Task completed/will continue in Phase 2 (below)		\$ -	0												
Subtotal, Task 6		\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0
LABOR SUBTOTAL		\$ 198,885	1156	58	38	100	100	3	7	96	238	374	26	79	37
				\$ 18,850	\$ 9,690	\$ 19,500	\$ 15,000	\$ 570	\$ 1,015	\$ 18,240	\$ 35,700	\$ 59,840	\$ 4,030	\$ 11,455	\$ 4,995

REIMBURSABLE EXPENSES	\$ 72,550
1 Printing: Final NOP (20 copies @ \$10 each)	\$ 200
2 Mileage/Parking/Travel	\$ 2,725
3 Maps/Supplies/Photos/Miscellaneous	\$ 2,350
4 Postage/Delivery	\$ 200
5 Miscellaneous/Per Diem/Etc.	\$ 3,854
6 Subconsultants	\$ 63,221
SE Group	\$ 54,300
LSC Transportation Consultants	\$ 5,710
Administrative Cost (5%)	\$ 3,011
TOTAL PRICE, PHASE 1	\$ 271,435

ASSUMPTIONS
Assumptions that explain the basis of the proposed price are enclosed and are an integral part of this proposed scope for work for services.

PHASE 2 LABOR COSTS

Task	Description	Price	Hours	Jakobs	Bechta	Henningsen	Asst. Project Manager	Sr. AQ/Noise/GHG	AQ/Noise/GHG Analyst	Sr. Botanist/Wetland Ecologist/Biologist	Wetland Ecologist/Wildlife Biologist	Planner/Cultural Resources Specialist	Env. Analyst	GIS/ Graphics	Word Processing/Admin
Task 7: Resource Protection Measures and Specialist Reports															
Draft and final RPMs (includes 2 virtual meetings)		\$ 13,695	75	4	4	8	24			24	8	2			1
Draft and final specialist reports		\$ 104,500	656	2	12	4	24			94	370	100		30	20
Subtotal, Task 7		\$ 118,195	731	6	16	12	48	0	0	118	378	102	0	30	21
Task 8: Identify Organization and Format EIR/EIS															
Organization, Format, Outline, Project description		\$ 18,520	80	16	24	30									10
Subtotal, Task 8		\$ 18,520	80	16	24	30	0	0	0	0	0	0	0	0	10
Task 9: First Administrative Draft EIR/EIS															
Introduction & Description of Alternatives		\$ 13,150	74	2	4	32	16								14
Approach to the Analysis		\$ 5,180	28	2	2	10	12								2
Aesthetics (SE Group lead)		\$ 4,830	26	2	4	6								10	4
Air Quality		\$ 37,310	236	2	2	6		50	170					2	4
Biological Resources		\$ 24,000	150	2	6	4	10			12	100			10	6
Cultural and Tribal Cultural Resources		\$ 15,670	94	2	2	6						80			4
Energy		\$ 15,290	94	2	2	4		20	64						2
Geology, Soils, and Mineral Resources		\$ 9,870	58	2	2	6						40		6	2
Greenhouse Gases and Climate Change		\$ 19,360	120	2	4	6		20	80					4	4
Hazards and Hazardous Materials		\$ 12,780	76	2	2	14							50	6	2
Hydrology and Water Quality		\$ 18,510	110	2	4	12						80		8	4
Land Use and Forestry Resources (SE Group lead)		\$ 5,130	26	2	4	12								4	4
Noise (includes noise measurements at Mammoth)		\$ 37,305	237	2	4	8		40	165					12	6
Population, Employment, and Housing (SE Group lead)		\$ 3,110	14	2	4	6									2
Public Services and Utilities (including Water Supply Assessment)		\$ 31,690	194	2	4	20						40	120	4	4
Recreation (SE Group lead)		\$ 3,690	18	2	4	6								4	2
Transportation		\$ 14,540	86	2	4	12						50		10	8
Wildfire		\$ 12,310	74	2	4	4							60	2	2
Socioeconomics and Environmental Justice (SE Group lead)		\$ 5,360	26	2	4	16	2								2
Cumulative Impact Analysis		\$ 27,670	158	4	10	40	24	8	20	2	10	16	14	4	6
Other Required CEQA and NEPA Analyses		\$ 7,470	42	2	4	10	16						4	2	4
Other EIR/EIS Chapters/Sections		\$ 6,680	40	2	2	4	28								4
Electronic Record		\$ 4,540	30			2	8		4		2	4	4		6
First Admin Draft Delivery Review Meeting		\$ 8,320	32	16		16									
Subtotal, Task 9		\$ 343,765	2,043	62	82	262	116	138	503	14	112	310	252	102	90
Task 10: Draft and Final EIR/EIS															
Second Administrative Draft EIR/EIS		\$ 73,460	424	20	20	80	60	8	24	8	24	24	100	24	32
Screencheck Draft EIR/EIS		\$ 29,350	170	8	8	40	40	2	10	2	8	8	8	12	24
Public Draft EIR/EIS		\$ 9,950	58	2	4	16	20								16
Draft EIR/EIS public hearings (2) (plus 2 calls & materials prep)		\$ 24,230	102	30	14	50	4							2	2
Final EIR/EIS response to comments		\$ 72,210	400	30	30	80	82	8	24	8	16	32	32	8	50
Administrative Final EIR/EIS		\$ 64,380	350	30	30	80	90	2	10	2	8	24	30	4	40
Screencheck Final EIR/EIS		\$ 24,210	140	6	10	30	40		4		4	10	10	2	24
Public Final EIR/EIS		\$ 13,240	79	2	6	16	20		1		1	4	4	1	24
Task 11: Findings and Statement of Overriding Considerations															
Draft Findings and Statement of Overriding Considerations		\$ 13,120	72	4	8	20	32								8
Final Findings and Statement of Overriding Considerations		\$ 5,930	34	2	2	8	16								6
Subtotal, Task 11		\$ 19,050	106	6	10	28	48	0	0	0	0	0	0	0	14
Task 12: Final EIR/EIS Hearings															
Objection Review Process		\$ 17,450	70	20	20	30									2
Final EIR/EIS hearings (2) (plus 4 calls & materials prep)		\$ 23,120	92	36	12	40									2
Subtotal, Task 12		\$ 40,570	162	56	32	70	0	0	0	0	0	0	0	2	2
Task 13: Coordination with Forest Service and SE Group (NEPA Preparers)															
Coordination with Forest Service and SE Group		\$ 27,050	134	12	30	40	10		4		4	6	6	16	6
Subtotal, Task 13		\$ 27,050	134	12	30	40	10	0	4	0	4	6			



August 25, 2022

Mr. Gary Jakobs
President
Ascent Environmental

TRANSMITTED VIA EMAIL: Gary.Jakobs@AscentEnvironmental.com

Re: Mammoth Mountain Resort EIS/EIR Phase 1 Amendment and Phase 2 Scope of Work

Dear Gary:

Sno.engineering, Inc., d/b/a SE Group, is pleased to present the following Scope of Work (SOW) to assist Ascent Environmental with the NEPA/CEQA process for the Mammoth Main Lodge Base Lodge Redevelopment project. This SOW includes additional Phase 1 tasks, as well as Phase 2 tasks, which have not started yet. This SOW is intended to serve as a new contract for both Phases. Some of the tasks technically fall into Phase 1 and estimated fees are proposed in addition to the existing Phase 1 contract balance.

Our understanding of the work associated with these phases is based on our current involvement in the project, ongoing discussions with your team and local/federal agencies, and experience with similar NEPA projects.

SCOPE OF WORK

The following is a summary of project phases and descriptions of tasks involved to complete the process.

PHASE 1: PROJECT INITIATION AND PUBLIC SCOPING (IN PROCESS)

As previously mentioned, our team is currently under contract with Ascent for Phase 1. This contract dates back to June of 2021, and many of the tasks associated with this Phase have evolved since its authorization. Accordingly, the following tasks are outlined as additions to the existing Phase 1 SOW and an estimate of updated fees is provided alongside Phase 2 tasks in the attached *Appendix A: Professional Fees*. Any remaining balance on the existing Phase 1 contract will also be billed in accordance with our terms and conditions.

Task 1: Interdisciplinary Team Kickoff Meeting

The SE Group team attended an Interdisciplinary Team Kickoff Meeting at Mammoth Mountain Ski Area on May 31st, 2022. This task was related to project initiation and helped inform the steps needed to scope the project (major milestone of Phase 1) and the Phase 2 analysis; however, it was not anticipated at the time of our previous contract.

Task 2: Project Proposal Refinement

At the request of the Forest Service, the SE Group team has been involved in multiple iterations of project proposal refinements and revisions to the project proposal package that was submitted by Mammoth. The initial proposal letter was completed outside of our existing Phase 1 SOW; however, now that the Forest Service has engaged in the process, more recent refinements are related to advancing the proposal to a point that is suitable for public scoping.

Task 3: NOI and Scoping Notice Preparation

This SOW reflects fees associated with an increased level of effort and coordination that we now understand to be necessary to complete this task. The task includes the following.

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 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 in transmitting this information to the public. SE Group will also prepare a legal notice for publication in the newspaper of record.

This SOW assumes that two public open houses will be held during the scoping period and that SE Group team members will attend these meetings.

Task 4: Scoping Comment Processing

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 a comment database we have created. We anticipate receiving approximately 200 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, which our team will attend. This information will be transmitted and discussed with Ascent prior to submittal to the Forest Service.

PHASE 2: EIS/EIR PREPARATION, RESOURCE ANALYSES, AND DECISION DOCUMENTATION

In collaboration with Ascent, SE Group has now prepared a working study plan, resource analysis matrix, and received initial input from agency resource specialists during the ID Team meeting that occurred in May. All of this information, combined with our experience in similar NEPA projects, has informed this Phase 2 SOW.

Specific Tasks associated with Phase 2 are described in detail, in the following paragraphs.

Task 1: Study Plan Finalization

Using input from public scoping, SE Group will assist Ascent in the finalization of a study plan. The intent of the study plan will be to align the contracting team with agency expectations for resource analysis, serving as a blueprint for the document architecture. We expect that SE Group and Ascent will share responsibility in drafting this document, leveraging our various expertise.

Task 2: Resource Technical Reports and EIS/EIR Support

This SOW assumes that Ascent will be the lead author of the combined EIS/EIR document. SE Group will be responsible for the preparation of the following Technical Reports: Visuals, Recreation, Socioeconomics and Environmental Justice, and Land Use and Forestry. SE Group will prepare EIS/EIR resource sections (Chapter 3) that correspond to the aforementioned Technical Reports that our team will prepare. For these sections SE Group will prepare the NEPA and CEQA portions of the analysis. SE Group will also provide support on NEPA specific portions of Chapters 1 and 2, and the executive summary. For these EIS/EIR sections, we anticipate that Ascent will provide a document structure for our team to work in. Further, we assume that Ascent will handle all document production with the exception of the Technical Reports that our team will prepare. Should additional support be necessary, this SOW may be amended.

The following further describes our proposed approach to resource analysis:

- SE Group will prepare up to ten visual simulations/renderings for the proposed projects from a variety of key observation points in summer and/or winter conditions (as determined appropriate). This information will be contained in a visual resources Technical Report that will be summarized in the EIS/EIR (NEPA and CEQA analysis). The Technical Report and EIS/EIR scenery section will be prepared by SE Group. Should additional simulations/renderings be necessary, this SOW may be amended.
- Based on our extensive experience in ski area planning and recent involvement in the Mammoth Mountain Master Development Plan update, SE Group will assess the recreation resource and anticipated impacts preparing the necessary Technical Report that will be summarized in the EIS/EIR (NEPA and CEQA analysis). The Technical Report and EIS/EIR recreation section will be prepared by SE Group.
- SE Group will prepare the required socioeconomic and environmental justice Technical Report that will be summarized in the EIS/EIR (NEPA and CEQA analysis). The Technical Report and EIS/EIR socioeconomic and environmental justice section will be prepared by SE Group. At this time, specific economic modeling has not been identified, but it is assumed that it will be required. Should a need for modeling beyond IMPLAN be determined, this SOW may be amended.
- SE Group will act as the lead in preparing the Land Use and Forestry Technical Report that will be summarized in the EIS/EIR (NEPA and CEQA analysis). Specifically, SE Group will address Forest Service land use and forestry issues and Ascent will provide

contents related to Town land use issues. SE Group will bear responsibility for completing the report and EIS/EIR resource section.

- As SE Group as prepared project figures to date and the Master Development Plan, our team will maintain the project data library and will continue to be responsible for all project figures. Further, we will prepare a disturbance theme to be used for various resource analyses. This disturbance theme will quantify the acreage of disturbance, by disturbance type (e.g., grading, vegetation clearing, etc.). The SE Group team will not be responsible for completing resource specific disturbance calculations (e.g., disturbance by vegetation type, acres of habitat disturbed) from this disturbance theme, that will be the responsibility of the Ascent specialist associated with that resource analysis.
- As it relates to the analysis of cumulative effects that will be included in the various resource reports and EIS/EIR sections, SE Group and Ascent will both contribute to the list of past, present, reasonably foreseeable future actions. Specifically, SE Group will identify NEPA/Forest Service cumulative actions and Ascent will identify CEQA cumulative actions. The list will ultimately be merged and used by both teams.

Task 3: Draft EIS/EIR Comment Process

SE Group will assist the Inyo National Forest in coordinating the Notice of Availability (NOA) of the Draft EIS/EIR to be published in the Federal Register. The NOA will initiate the determined comment period on the Draft EIS/EIR.

During the Draft EIS/EIR public comment period, we anticipate the agencies will wish to conduct two public open houses to gain a better understanding of public concerns and allow the public to interface with key project representatives to ask questions or provide input. SE Group will assist Ascent in conducting these meetings (staffing, graphics/presentation materials, commenting abilities, etc.).

At the close of the comment period SE Group will process public comments received and will assist Ascent in formulating a Response to Comments document, as well as responses to comments on resource analyses prepared by our team. SE Group will be responsible for creating a Response to Comments document and will provide responses to comments on Visuals, Recreation, Socioeconomics and Environmental Justice resources, and Land Use and Forestry, as well as any NEPA process specific comments. This SOW assumes that Ascent will provide responses for all other resources and general CEQA comments. The estimate provided in the attached *Appendix A: Professional Fees and Contract* total assumes that no more than 200 public comment letters will be received. Should additional comments be received, this SOW may need to be revised.

Task 4: Final EIS/EIR and Record of Decision Support

As information from the Draft EIS/EIR comment period will be used to prepare a Final EIS/EIR, SE Group will provide support for the Draft EIS/EIR sections we prepared. SE Group has included a small budget to support Ascent in the preparation of the Final EIS/EIR.

As a part of this task, SE Group proposes to prepare the Draft and Final Record of Decision documents in their entirety. As these documents will ultimately comprise the Forest Service side of the Decision package, we feel that this best aligns with our expertise and role in the project. We will plan to complete production for the NEPA Decision documents.

SE Group will not be responsible for the Notice of Determination that will be prepared as part of the CEQA Decision.

Ongoing Task Common to both Phases: Project Management and Meetings

Due to the complex nature of NEPA/CEQA projects, SE Group includes a project management budget for tasks addressed above. This task also includes time for recurring calls with Ascent, the client, and federal/local agency personnel. Estimated fees are based on our participation in these calls to date and the current cadence at which these calls occur.

Key Assumptions associated with Phase 2 Tasks

This SOW is based on the following key assumptions. Should any of the following assumptions be inconsistent with the process an amendment to the contract may be necessary.

- This SOW assumes that Ascent will complete all final formatting and production for the EIS/EIR and Decision documentation. SE Group will only be responsible with final formatting of the technical reports it prepares.
- This SOW assumes that Ascent will be responsible for all mailings and printing of published materials.
- This SOW does not account for SE Group involvement in an objection process.
- This SOW will terminate at the release of a Final EIS/EIR and Draft Record of Decision unless otherwise amended.

CONCLUSION

All work performed on this project has will be billed on an hourly basis and in accordance with our standard hourly rates. If the overall contract amount meets with your approval, your signature shall serve as a contract between us.

Respectfully Submitted,
Sno.engineering, Inc. (d/b/a SE Group)



Kent Sharp,
President/CEO



Scott Prior,
Senior Project Manager

ACKNOWLEDGED AND ACCEPTED:

This letter of proposal and SE Group's Terms and Conditions as attached comprise the total agreement between SE Group and Ascent Environmental Inc.

By: _____

Title: _____

Date: _____

APPENDIX A: PROFESSIONAL FEES

We have prepared an estimated **not to exceed** (NTE) budget of \$305,000 for assisting Ascent with the NEPA/CEQA process for the Mammoth Main Lodge Base Lodge Redevelopment project. This includes SE Group's fees and our direct expenses.

Fees for the Mammoth Main Lodge Base Lodge Redevelopment Projects EIS/EIR

Phase 1: Project Initiation and Public Scoping (in process)	
Task 1: Interdisciplinary Team Kickoff Meeting	\$6,000
Task 2: Project Proposal Refinement	\$5,000
Task 3: NOI and Scoping Notice Preparation	\$21,500
Task 4: Scoping Comment Processing	\$22,000
Phase 2: EIS/EIR Preparation, Resource Analyses, and Decision Documentation	
Task 1: Study Plan Finalization	\$7,500
Task 2: Resource Technical Reports and EIS/EIR Support	\$106,000
Task 3: Draft EIS/EIR Comment Process	\$32,500
Task 4: Final EIS/EIR and Record of Decision Support	\$23,000
Ongoing Task Common to both Phases: Project Management and Meetings	\$63,500
Direct Expenses	\$18,000
Total (Including Direct Expenses)	\$305,000

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.

SE Group
(Sno.engineering, Inc., d/b/a SE Group)

TERMS AND CONDITIONS

Retainers: All retainers will be applied to final project billing to Client.

Compensation: Billings to Client for all work in connection with the Scope-of-Work and Additional Services (i.e., all work in addition to that required in connection with the stated Scope-of-Work) shall consist of the following:

Professional Fees: All professional services performed by SE Group will be billed on an hourly basis.

SE Group's hourly rates for calendar year 2022 are as follows:

Principals/Directors	\$190 to \$260
Senior Associates	\$155 to \$195
Associates	\$130 to \$160
Professional Staff	\$100 to \$150
Administrative Support	\$95 to \$135

The above hourly rates will be adjusted on an annual basis, effective January 1 of each ensuing year.

Direct Expenses: Direct expenses include, but are not limited to, travel and travel related costs such as actual transportation costs, food, subsistence and lodging, printing, maps, documents prepared by others, materials, in-house prints, copies, renderings, models and mock-ups, plots, any expenses for insurance coverage or limits of insurance which are in excess of that normally carried by SE Group and other similar direct expenses related to the completion of the Scope-of-Work. All Direct Expenses will be billed at cost, plus ten (10%) percent.

Sub-Consultant Fees: Sub-Consultant fees and expenses, if any, will be billed at cost, plus ten (10%) percent.

Payment Terms: SE Group's invoices will be prepared and sent on a monthly basis. Invoices will be sent in a standard summary format without supporting documentation. More detailed billings may be requested by the Client, and will be prepared by SE Group and billed as Additional Services.

Payment is due upon receipt of the invoice. A "Service Charge," which is the greater of twenty (\$20.00) dollars, or one and one-half (1½ %) percent per month (unless limited by the prevailing legal rate) will be assessed and billed monthly (at SE Group's discretion) on each unpaid invoice, or unpaid portion thereof, at the time of the next billing.

Client agrees to pay all costs of collection, including, but not limited to, reasonable attorney's fees, expert witnesses fees, and all other collection charges and expenses.

Termination: If the Client fails to make payments to SE Group in accordance with the "Payment Terms" above, SE Group may, at its sole discretion, elect either to temporarily suspend or terminate all work and services. SE Group will give seven (7) days' notice, in writing, to Client of any said suspension or termination. Other than termination for non-

payment, either party may terminate this Agreement upon five (5) days' notice, in writing, to the other.

In the event of termination of SE Group's services for any reason, SE Group shall be paid "Termination Expenses," which include time and expenses necessary for both itself and for its Sub-Consultants, to finalize analyses and records as necessary, and to complete any reports on services already performed, in a manner appropriate for the professional services provided. Billing of these expenses shall be as Additional Services; and are in addition to Professional Fees, Direct Expenses and Sub-Consultant Fees incurred to the date set forth in the Notice of Termination, attributable to work performed on the Scope-of-Work and any previously authorized Additional Services.

Client hereby waives any and all claims for consequential damages arising out of any disputes or other matters relating to this Agreement, including, without limitation, consequential damages due to said termination. Specifically, but without limiting the generality of the foregoing, Client hereby waives on claims for damages incurred by Client for rental expenses, for losses of use, income, project financing, business and reputation. In no event shall SE Group's liability arising out of any claims or demands exceed the amount paid for Professional Fees as defined in "Compensation" above.

Instruments of Service: Drawings, specifications and other documents, including those in electronic form, prepared by SE Group and its Sub-Consultants are instruments of service for use solely with respect to this project. SE Group and its Sub-Consultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement SE Group grants to the Client a non-exclusive license to reproduce said instruments of service solely for the purposes of the project described in the Scope-of-Work, provided that the Client shall comply with all obligations including prompt payment of all sums when due under this Agreement. SE Group shall obtain similar nonexclusive licenses from its Sub-Consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the project shall terminate this license. Upon such termination, the Client shall refrain from making further reproductions of instruments of service and shall return to SE Group within seven (7) days of termination all originals and reproductions in the Client's possession or control. If and upon the date SE Group is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, non-exclusive license permitting the Client to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the instruments of service solely for purposes of completing, using and maintaining the project.

Except for the licenses granted in the preceding paragraph, no other license or right shall be deemed granted or implied under this Agreement. The Client shall not assign, delegate, sub-license, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of SE Group. However, the Client shall be permitted to authorize any Contractor, Subcontractors, or material or equipment suppliers to reproduce applicable portions of the instruments of service appropriate to and for use in their execution of the project by license granted above. Submission or distribution of instruments of service to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the reserved rights of SE Group and its Sub-Consultants. The Client shall not use the instruments of service for future additions or alterations to this project or for other projects, unless it obtains the prior written agreement of SE Group. Any unauthorized use of the

instruments of service shall be at the Client's sole risk and without liability to SE Group and SE Group's Sub-Consultants.

Change in Scope-of-Work: The Scope-of-Work to be performed by SE Group is as set forth in the attached letter or proposal. Change in services or in the Scope-of-Work including services required of SE Group's Sub-Consultants, may be accomplished, without invalidating the authorization contained in the attached letter or proposal, if mutually agreed in writing, if required by circumstances beyond SE Group's control, or if SE Group's services are affected as described below. In the absence of mutual agreement in writing, SE Group shall notify the Client prior to providing such services. If the Client deems that all or a part of such Change in Services is not required, the Client shall give prompt written notice to SE Group, and SE Group shall have no obligation to provide those services. Except for a change due to the fault of SE Group, change in services of SE Group shall entitle SE Group to an adjustment in compensation in accordance with the "Compensation" paragraph above.

If any of the following circumstances affect SE Group's services for the project, SE Group shall be entitled to an appropriate adjustment in SE Group's schedule and compensation: 1) change in the instructions or approvals given by the Client that necessitate revisions in instruments of service; 2) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared instruments of service; 3) decisions of Client not rendered in a timely manner; 4) material change in the Scope-of-Work including, but not limited to, size, quality, complexity, the Client's schedule or budget, or procurement method; 5) failure of performance on the part of the Client, or the Client's consultants or contractors; 6) preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where SE Group is party thereto and, except as provided for in the Scope-of-Work.

Mammoth Mtn. Base Area Transportation Analyses Scope - 3rd DRAFT

LSC Transportation Consultants, Inc.

8/25/22

Available Analysis

LSC has conducted traffic counts and surveys as part of Phase 1 of this work, which will be available for Phase 2. LSC is contracted separately for a parking analysis. This will include quantification of existing parking, the parking required for new land uses, parking required for employees vs. guests, and the change in parking associated with changes in ski area operations. This information will be available for the CEQA/NEPA document.

CEQA/NEPA Analysis

Task 1: Finalization of Scope and Ongoing Coordination

LSC will assist in the finalization of the project description. Also as part of this task, LSC will participate in up to 8 virtual meetings for purposes of coordination. The final formal project description developed in Phase I of the project will be summarized for purposes of the transportation analysis.

Task 2: Existing Conditions and Policies

LSC will develop the following:

- A summary of existing summer and winter traffic volumes and trends, based on available data including the recently conducted summer and winter traffic counts and any available Caltrans traffic counts.
- A summary of existing transit services to the Main Lodge area, as well as ridership data for summer and winter peak days.
- A summary of existing bicycle and pedestrian conditions and use patterns in the area for winter and summer.
- A review and summary of applicable transportation-related policies from the Town of Mammoth Lakes (TOML) General Plan, CEQA requirements, the Inyo National Forest Plan and the Devils Postpile National Monument General Management Plan.

Task 3: Transportation Analysis

Transportation analyses will be conducted for both summer and winter peak days and for the following conditions: existing, future no project, existing plus project and future plus project. Winter future no-project conditions will be based on the Town of Mammoth Lakes (TOML) Travel Demand Model outputs, to be provided by Kimley Horn under separate contract. We will work with Kimley Horn to define the land use inputs that exclude future change in the project site and the volume outputs needed for our analysis. Summer volumes will be based on the observed summer counts and the difference in model winter volumes (future vs. existing) adjusted for the difference in summer vs. winter site trip generation and distribution pattern.

The following specific analyses will be conducted.

Level of Service Analysis

While Level of Service (LOS) is no longer a specific CEQA criteria, the evaluation of LOS and associated traffic delays and queue lengths is still necessary to assess consistency with other transportation-related impacts such as traffic safety. Accordingly, LSC will conduct a traffic impact analysis of the following intersections.

- 395 North Ramps/203
- 395 South Ramps/203
- 203/Meridian
- Main/Old Mammoth
- Main/Forest Trail
- Main/Minaret
- Minaret/Forest Trail
- Minaret/Mammoth Knolls
- Minaret/Mammoth Scenic Loop
- Minaret/Woolly's
- Minaret/Main Lodge

LSC will also evaluate impacts of the proposed plan on peak-hour directional traffic volumes, as the basis for an evaluation of roadway congestion impacts. This will include an evaluation of the pedestrian crossing of Minaret Road in the Village. In addition to LOS, traffic queues will be reviewed to assess public safety issues of queue blocking.

Transit Impacts

LSC will assess the change in demand for transit services associated with the proposed project. We will review site plans and forecast congestion levels to evaluate impacts on transit operations and the adequacy of planned transit facilities to service the transit program. It will include an evaluation of the ability of transit to serve continued access to public lands.

Also, as part of this subtask LSC will evaluate the potential to expand public transit service to Main Lodge to address traffic congestion or parking impacts. This will be useful information in potential development of transit mitigation measures.

Bicycle /Pedestrian Impacts

LSC will review proposed site plans for impacts on bicycling and pedestrian conditions in the Main Lodge area. This will include a qualitative review of key roadway crossing locations.

Construction Impacts

LSC will prepare a qualitative discussion of construction traffic impacts and the need to continuously provide public access beyond the Main Lodge area.

Main Lodge Area Circulation Analysis

The proposed project will result in a full redesign of the roadway network in the Main Lodge area, including relinquishment and relocation of the existing SR 203. LSC will use the trip generation analysis of proposed development and existing available counts regarding through traffic, summer recreational traffic and ski area traffic in the area to define traffic volumes on roadway links and at key intersections in the Main Lodge area. We will then evaluate the proposed circulation plan to assess traffic operations in the area for summer and winter design days. This will consist of an assessment of the need for changes in the proposed roadway configuration (such as turn lanes), any operational/traffic safety issues associated with closely-spaced intersections, any potential driver sight distance safety issues, and traffic/pedestrian conflicts. We will specifically quantify the traffic volume using the access road across National Forest System lands to Parcel B (Ski

Ranch). In addition, we will assess the overall impact of the change in roadways on the ability to accommodate access to public lands. Note that this work will not include quantification of Level of Service for individual driveway intersections, except as needed to assess roadway geometrics.

Evacuation Time Analysis

LSC will conduct an analysis of the time required to evacuate the Main Lodge area (and public lands to the west) via SR 203 in peak summer. We will estimate the traffic volume generated by an evacuation order on a busy summer day and assess the available roadway capacity to define the evacuation flow rate. Specifically, we will assess the capacity of SR 203 west of the Scenic Loop (where the additional egress route would provide additional evacuation capacity). Together these factors will yield the time (in hours) needed to evacuate the area, which may be useful in assessing overall impacts on emergency planning (conducted by others).

Task 4: Coordination Regarding VMT Analysis

LSC will work to Kimley Horn to define the land use changes to the TOML Travel Demand Model that reflects the proposed project. We will also work with Kimley Horn and Town staff to address any other land use modifications to the model needed for it to be a valid tool for existing and future no-project conditions. Kimley Horn would then conduct model runs of 4 scenarios:

- Existing No Project
- Existing Plus Proposed Project
- Future No Project
- Future Plus Proposed Project

Kimley Horn would provide a stand-alone VMT analysis memo. We expect that this memo would include the results of the modeling analysis and application of the Town's VMT standards to define impact significance. LSC would assist in the review of this memo, and also assist in ensuring that the results are accurately represented in the EIR/EIS. LSC would also evaluate potential VMT mitigation measures, such as transit improvements and trip reduction strategies, as necessary.

Task 5: Report Preparation

LSC will prepare a stand-alone transportation study report that documents the work described in the previous tasks. An administrative draft will be prepared for review within the Study Team, after which any comments will be addressed to provide a public draft. After review, a final report will be prepared.

Task 6: Assistance Regarding Draft EIR/EIS Preparation

Ascent will take the lead in preparing the Transportation/Circulation section of the EIR/EIS, using materials provided by LSC. We will provide time to coordinate with Ascent staff and to review draft materials. We will also be available to work with others on the team (such as air and noise consultants) to provide and discuss data and forecasts developed under the scope described above.

Task 7: Response to Comments & Public Meetings

LSC will provide up to 80 hours of professional staff time to assist Ascent in reviewing and responding to comments. Any time needed beyond these hours would be considered outside of the scope.

LSC COST ANALYSIS Mammoth Main Lodge Redevelopment Phase 2 Transportation Study	Personnel & Hourly Rates						TOTAL HOURS	TOTAL COSTS
	Principal Engineer	Engineer	Planner	Graphic Technician	Support Staff	Count Technician		
	\$230.00	\$120.00	\$110.00	\$85.00	\$75.00	\$40.00		
Task 1 Scope and Coordination	20	8	0	0	2	0	30	\$5,710
Task 2 Existing Conditions and Policies	16	24	16	16	0	0	72	\$9,680
Task 3 Transportation Analysis								
<i>Traffic Forecasts</i>	24	40	0	0	0	0	64	\$10,320
<i>LOS Impact</i>	16	100	0	0	0	0	116	\$15,680
<i>Transit Impacts & Mitigation Analysis</i>	16	0	24	0	0	0	40	\$6,320
<i>Bicycle/Pedestrian Impacts</i>	8	8	0	0	0	0	16	\$2,800
<i>Construction Impacts</i>	8	20	0	0	0	0	28	\$4,240
<i>Main Lodge Area Circulation Analysis</i>	24	60	0	16	0	0	100	\$14,080
<i>Evacuation Time Analysis</i>	24	24	0	0	0	0	48	\$8,400
<i>Subtotal</i>	120	252	24	16	0	0	412	\$61,840
Task 4 VMT Coordination	24	24	24	0	0	0	72	\$11,040
Task 5 Report Preparation	40	40	32	60	40	0	212	\$25,620
Task 6 Assistance With Draft EIR/EIS Section	24	40	20	0	0	0	84	\$12,520
Task 7 Assistance with Public Comments, Public Meetings (2)	60	40	0	0	0	0	100	\$18,600
Total	304	428	116	92	42	0	982	
TOTAL PERSONNEL COSTS	\$69,920	\$51,360	\$12,760	\$7,820	\$3,150	\$0		\$145,010
						Travel (2 Trips)		\$1,875
						Printing/Copy Costs		\$0
						Phone/Postage/Delivery Costs		\$200
						<i>Subtotal: Other Expenses</i>		\$2,075
						TOTAL		\$147,085



September 28, 2022

Sarah Henningsen
Ascent Environmental
455 Capitol Mall, Suite 300
Sacramento, CA 95814

RE: VMT Analysis for the Mammoth Main Lodge Redevelopment Project

Dear Ms. Henningsen:

Kimley-Horn and Associates, Inc. (“KHA” or “the Consultants”) is pleased to submit this letter proposal to Ascent Environmental for providing professional service associated with the Mammoth Main Lodge Redevelopment Project in the *Town of Mammoth Lakes (TOML)*, CA. This letter constitutes a proposal setting forth our Scope of Service, Schedule, and Fee.

Project Understanding

The proposed Project consists of lodging, hotel, retail, and other recreational land uses in the Town. It is assumed that land use information for the proposed project will be provided which can be used directly as an input to the travel demand model.

As of July 1, 2020, the state of California has fully adopted a change in the California Environmental Quality Act (CEQA) significant impact methodology for transportation impacts to use vehicle miles traveled (VMT) as opposed to level of service (LOS) via State bill 743 (SB 743). The Town of Mammoth Lakes adopted a VMT methodology and significant criteria in November 2020 based on the guidance from the Office of Planning and Research (OPR) Technical Advisor on Evaluation Transportation Impacts in CEQA. However, the OPR guidelines does not provide complete solutions to several unique projects such as the proposed development. Therefore, the analysis will be conducted using the tools and methodology suitable for the proposed development.

Scope of Services

Task 1: Vehicle Miles Travel (VMT) Analysis

VMT analysis will be conducted for the proposed land uses for the project. VMT impacts will be evaluated based on the threshold adopted by the Town and applicable to each land use. VMT analysis will be conducted using the TOML Travel Demand Model as well as other data sources such as big data and/or Census data if applicable. The process undertaken will be consistent with OPR guidance as described in the most recent release of its guidance. Kimley Horn will identify applicable mitigation measures for reducing VMT impacts determined to be potentially significant. Kimley-Horn will document the methods and results of the analyses performed in this task in a brief technical memorandum format with graphics, as deemed appropriate by Kimley-Horn. Kimley-Horn will prepare and submit an electronic (PDF) copy of the memorandum. Kimley-Horn will address and respond to one set of non-conflicting comments from the Town and submit a final copy of the

memorandum electronically. Kimley-Horn will attend virtual coordination and technical meetings with the project master consultant and Town staff as needed. The VMT analysis will include following scenarios.

- Existing Conditions
- Existing Plus Project Conditions
- Horizon Year Without Project Conditions
- Horizon Year With Project Condition

Deliverables:

- One virtual kick-off meeting
- Summary of land use and network changes to be used in the modeling assessment for project scenarios
- VMT results for the Project area for each scenario
- Draft Memorandum summarizing VMT analysis and results
- Final Memorandum

Task 2: Model Traffic Volumes

Model results will be provided for the study area and each project scenarios. Results will be provided in form of turning movements for study intersections that are available in the model network. For study intersections that are not available in the model network, Kimley-Horn will work with the client to provide solutions to develop reasonable project turning movement volumes. Study intersections are listed below.

- 395 North Ramps/203
- 395 South Ramps/203
- 203/Meridian
- Main/Old Mammoth
- Main/Forest Trail
- Main/Minaret
- Minaret/Forest Trail
- Minaret/Mammoth Knolls
- Minaret/Mammoth Scenic Loop
- Minaret/Woolly's
- Minaret/Main Lodge
- Main/Mountain
- Forest Trail/Berner

Deliverables:

- Excel Spreadsheet for Traffic Volumes at Link level and intersection turning movements

Task 3: Model Traffic Volumes Related to Parking Supply

A Nexus between parking and traffic demand on the roadway network is required as part of the Specific Plan update. Additional model runs will be conducted for sensitivity analysis related to parking supply and traffic volumes. Considering the limitations of the travel demand model and sensitivity to parking attributes, model parameters will be adjusted to best represent a scenario where additional parking is considered for the proposed project. **Kimley-Horn will conduct up to two additional model runs for this sensitivity analysis and provide traffic volume changes related to parking supply.**

Fee and Billing

Kimley-Horn will perform the services described in the Scope of Service on a Lump Sum bases for \$19,800.

Schedule

We are prepared to begin work upon receipt of authorization to proceed and will endeavor to meet your scheduling needs. As stated in our original contact, we will submit our first draft of the traffic study within two weeks of receipt of all requested data, project information, and confirmation of scope of work by the Lead Agency and the Client.

Closure

We appreciate the opportunity to provide these services for this project. In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Ascent Environmental. We appreciate your response to this request. Please have an authorized representative sign and return one copy of this Agreement.

Sincerely,



Mehul Champaneri
Project Manger



Frederik Venter, PE #64621
Principal-in-Charge

**APPROVED:
Ascent Environmental**

By: _____
(Print or Type Name)

(Date)

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Invoices are due and payable upon presentation. Client shall pay Consultant a time price differential of one and one-half percent (1.5%) of the outstanding amount of each invoice that is overdue for more than 30 days. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. If the Client fails to make any payment due under this or any other agreement within 30 days after presentation, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid, and may commence legal proceedings including filing liens to secure payment.
 - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be

provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil

action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of California. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.