

Assessor's Parcel Number:  N/A

Date:  MAY 10, 2017

Recording Requested By:

Name:  JEANE COX, COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A



KAREN ELLISON, RECORDER

AMENDED CONTRACT #2017.067   
(Title of Document)

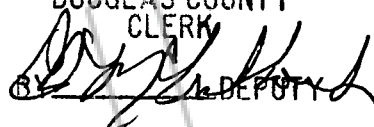
SECOND AMENDMENT  
CONTRACT FOR SERVICES  
OF INDEPENDENT CONTRACTOR

FILED

NO. 2017.067

2017 MAY -9 PM 4: 11

BETWEEN  
DOUGLAS COUNTY  
P.O. BOX 218  
MINDEN, NV 89423  
(775) 782-9821  
"COUNTY"

DOUGLAS COUNTY  
CLERK  
BY  DEPUTY

AND

ASCENT ENVIRONMENTAL, INC.  
P.O. BOX 5022  
STATELINE, NV 89449  
(775) 339-1420  
"CONTRACTOR"

WHEREAS, Douglas County, (County) a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the professional services of Ascent Environmental, Inc. (Contractor), a Nevada licensed, California corporation, herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that it is duly qualified, licensed, equipped, staffed, ready, willing and able to perform and render the professional services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree to enter into this Contract for Independent Contractor (Contract) as follows:

**1. EFFECTIVE DATE AND TERM OF CONTRACT.** This Contract shall not become effective until approved by the Douglas County Board of Commissioners. Time is of the essence for performance of the professional services described herein. The term of the Contract shall run from July 17, 2014 through July 31, 2016 December 31, 2017. This Contract may be extended provided that both parties agree prior to the expiration of this Contract. If extended, all provisions of this Contract remain in effect. Contractor must perform and complete all work within the time periods set forth in Exhibit A.

**2. INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nevada Revised Statutes (NRS) 333.700 (formerly 284.173), as necessarily adapted, to the parties, including that Contractor is not a County employee and that:

There shall be no;

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

### 3. INDUSTRIAL INSURANCE.

A. Unless the Contractor complies with Paragraph ( ¶ ) B below, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

Ascent Environmental, Inc., has entered into a contract with Douglas County to perform work from July 17, 2014 through July 31, 2016 December 31, 2017 and requests that the authorized insurer provide to Douglas County: 1) a certificate of coverage issued pursuant to NRS 616B.627, and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County  
Attn: Douglas County Manager  
Post Office Box 218  
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If contractor does not make the request or does not provide the certificate before the expiration of the six-month period, contractor agrees that County may order the contractor to stop work, suspend the contract, or terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

**4. SERVICES TO BE PERFORMED.** The parties agree that the professional services to be performed are as follows: Ascent Environmental, Inc. shall prepare the Environmental Documentation for Douglas County's Phase 2 Area Plan (Tahoe Douglas Area Plan) and Amendments to the South Shore Area Plan per TRPA regulations and codes, as described in Exhibit A, attached and incorporated.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the professional services set forth in Paragraph 4 at a cost not to exceed \$58,410 including reimbursable project expenses. Reimbursable project expenses include travel, reproduction, printing and other expenses associated with completion of the services to be performed. There will be no charge for travel time, mileage or travel expenses, where such travel is to and/or from any location in Douglas County, Nevada. In addition the County does not agree to reimburse the Contractor for per diem. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this agreement. Requests for payment by Contractor for reimbursable project expenses may only be made for reimbursement of actual cash disbursed. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget.

**6. TERMINATION OF CONTRACT.** Either party may revoke this Contract without cause provided that a revocation shall not be effective until 60 days after a party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by the County, unless the Contract is terminated pursuant to paragraph 16.

**7. NONAPPROPRIATION.** All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

**8. CONSTRUCTION OF CONTRACT.** This Contract shall be construed and interpreted according to the laws of the State of Nevada. The venue for any action for the enforcement or interpretation of this Contract shall be Douglas County, Nevada.

**9. COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

**10. ASSIGNMENT.** Contractor shall not assign, transfer or delegate any rights, obligations or duties under this Contract.

**11. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

**12. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this Contract without the prior written consent of the County.

**13. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS Ch. 239 and shall be available for inspection and copying by any person, as defined in NRS, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**14. INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from

the performance of, or connected with work performed under this by Contractor or Contractor's agents or employees.

**15. MODIFICATION OF CONTRACT.** This Contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties and approved by the County Manager.

**16. CONFLICT OF INTEREST.** By signing this Contract, Contractor agrees that any information in any form obtained from Douglas County shall not be divulged to other competing interests without permission of the County Manager. In the event of a breach of this provision, the County may immediately withdraw, without penalty or payment, from this Contract. Contractor must notify the County of any other contracts or projects they are working on that may impact the County.

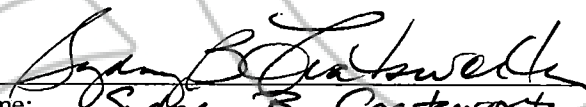
**17. AUTHORITY.** The parties represent and warrant their authority to enter into this Contract.

**18. STANDARD OF CARE.** Contractor will perform services in a manner consistent with that level of care and skill ordinarily exercised by other currently practicing members of Contractor's profession under similar conditions. Contractor must maintain the highest ethical standards.

**19. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party, against either Contractor or County.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**Independent Contractor:**

  
Name: Sydney B. Coatsworth (Date)  
Title: Principal  
Ascent Environmental, Inc.

**Douglas County:**


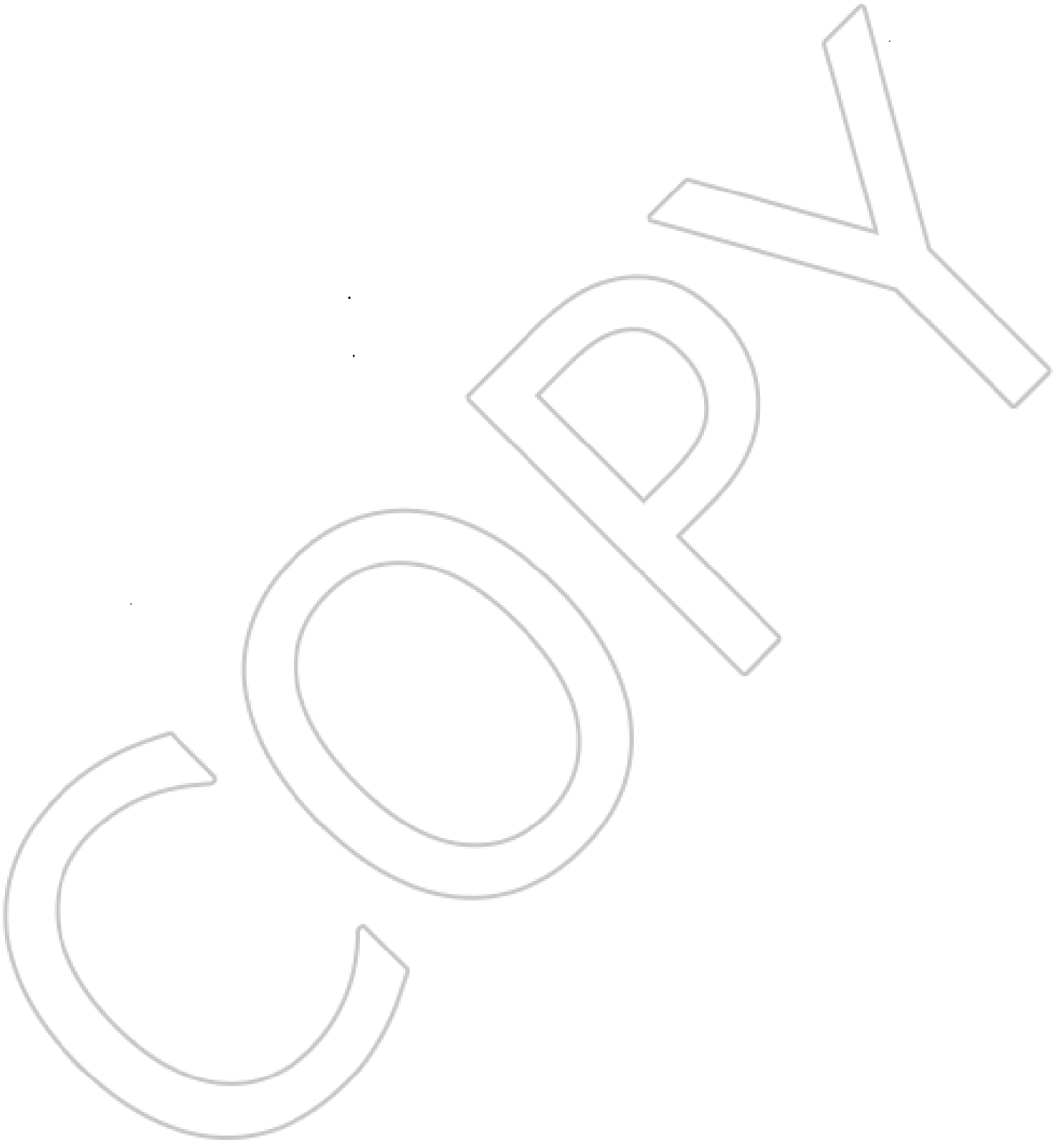
  
Lawrence A. Werner  
Douglas County Manager

Exhibit A



July 3, 2014

Mimi Moss, AICP  
Director  
Douglas County Community Development Department  
The Historic Minden Inn, Room 202  
1594 Esmeralda Avenue  
P.O. Box 218  
Minden, Nevada 89423

**Subject: Proposal to Prepare the Environmental Documentation for the Proposed Tahoe Douglas Area Plan and Amendments to the South Shore Area Plan**

Dear Mimi:

Per your request we have prepared a scope and cost estimate to complete the environmental documentation for the proposed Tahoe Douglas Area Plan (TDAP) and amendments to the South Shore Area Plan (SSAP).

The project management team for this project includes the same professionals that completed the environmental review for the SSAP leading to its adoption by the TRPA Governing Board on September 25, 2013: Sydney Coatsworth, AICP, principal-in-charge, and Nanette Hansel, project manager. Our team also includes LSC Transportation Consultants, Inc. (LSC), with substantial expertise in preparing the traffic component of the environmental documentation for Area Plans for other jurisdictions in the Tahoe Basin, including the Tahoe Valley Area Plan Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) for the City of South Lake Tahoe and the Tahoe Basin Community Plan Update EIR/EIS for Placer County.

### **Project Understanding and Approach**

Adoption of the TDAP is necessary to respond to direction by the Board of County Commissioners to prepare an Area Plan for the portion of Douglas County within the Tahoe Basin, outside the boundaries of the SSAP. The amendments to the SSAP are necessary to respond to TRPA Code changes that occurred subsequent to adoption of the SSAP and also to Board direction related to expansion of the County's Town Center as described below. It is our understanding that the TDAP and amended SSAP are being prepared to be consistent with the new Regional Plan, with limited exception.

The amendments to the SSAP will include:

- ▶ a proposed Town Center (T-MU/TC zoning district) boundary expansion, which would incorporate the whole of the Tom Hall mobile home property (off of Manor Drive) into the Town Center;
- ▶ a new greenhouse gas (GHG) reduction strategy aimed at reducing GHG emissions from construction and building operations consistent with the requirements of Section 13.5.3.E of the TRPA Code—a new subsection of the Code adopted by the TRPA Governing Board on November 20, 2013 subsequent to SSAP adoption;



- ▶ an amendment to the TRPA Code to clean-up language related to timeshare uses; and
- ▶ additional signage standards for the casino corridor, an unintended omission from the adopted SSAP. We understand that the signage standards are consistent with the standards that were in place prior to adoption of the SSAP.

The proposed Town Center boundary expansion will be the most controversial of the amendments to the SSAP, especially given that the expansion area is located on low capability lands (land currently designated as land capability district [LCD] 3). Our scope herein includes an optional task to prepare a TRPA land capability verification (LCV) application for the Tom Hall property. The results of the LCV may determine that the expansion area includes high capability lands, and may resolve some stakeholder concerns regarding an expansion that would include low capability lands. This optional task would require landowner consent and authorization for completion of the verification.

The primary changes associated with the TDAP will include:

- ▶ Expanding the list of permissible uses at the Kingsbury Middle School Site. We understand that the County would like to assist the school district in the sale of the school property by expanding the permissible uses while remaining in compliance with the Regional Plan. The County proposes to prepare a special area around the school site and revisit the list of proposed new uses, limiting the density and/or extent of new uses (e.g., number of units or square footage) as necessary, so that the analysis can substantiate that implementation of the TDAP would not exceed the Regional Plan EIS modeled trips for this area. As such, the scope includes collaboration with the County to refine the Area Plan in a manner that would preclude the need to rerun the TRPA TransCAD model or attendant noise, air quality, and GHG models.
- ▶ In addition to the Kingsbury Middle School Site, the proposed consolidation of use definitions would result in additional uses in some locations through the TDAP. Based on discussions with Douglas County and TRPA at the May 30, 2014 meeting, we understand that the County is refining the use definitions such that any consolidated of uses would combine like uses such that no new environmental impacts would occur as a result of the consolidation. The new uses will be disclosed during the environmental review.
- ▶ The County is proposing not to carry forward certain policies from the existing Plan Area Statements (PAS) and the Round Hill Community Plan into the TDAP. Generally, the policies are either redundant with existing TRPA Code or other regulations, or are no longer applicable (e.g., they reflect actions that have already been implemented). Ascent will work collaboratively with Douglas County and TRPA to expand the rationale for not carrying those policies forward.

We understand that the proposed Land Use Map and Zoning Map for the TDAP and amended SSAP are not yet complete but will be prepared to be consistent with TRPA's 2012 Regional Plan *Conceptual Land Use Map*, except where noted above. As such, the environmental review will not need to consider any additional map refinements.

Based on direction from TRPA at the May 30, 2014 meeting, we propose to prepare an "expanded" IEC that includes a brief discussion of the setting and rationale for findings for each IEC question, incorporating by reference specific Regional Plan Update (RPU) EIS language and impact discussions. This information will provide a strong foundation for the IEC, will provide clear linkages to the RPU, and will support the Area Plans through the adoption process. The IEC will also include a focused analysis of the proposed use changes related to the Kingsbury Middle School Site and expanded Town Center. The document will address environmental impacts associated with the TDAP and amended SSAP and will be prepared in accordance with all applicable requirements for environmental review.

Like the SSAP IEC, our approach for this effort will rely heavily on the RPU impact assessment, Area Plan materials provided by Douglas County, and regular coordination with Douglas County and TRPA staff. It is our

understanding that Douglas County and/or TRPA will prepare all resource maps that will be incorporated into the TDAP and amended SSAP and that mapping needed to support the IEC will be limited.

## Proposed Scope of Work

The following scope of services describes the work to be performed by Ascent in the preparation of an expanded IEC. The approach and costs associated with the environmental review are based on the following assumptions:

- (1) The Area Plan will conform to the Regional Plan in accordance with the proposed standards set forth in Section 13.6.5 of the TRPA Code of Ordinances implementing the 2012 RPU.
- (2) The environmental review strategy will be based on the concept of tiering from the following environmental documents:
  - a. TRPA RPU EIS (2012)
  - b. Lake Tahoe 2035 Regional Transportation Plan/Sustainable Communities Strategy EIR/EIS (2012)

These program-level environmental documents include a regional scale analysis and a framework of mitigation measures for subsequent environmental review at an Area Plan level. These program environmental documents will serve as first-tier documents for the TRPA review of the TDAP and amended SSAP and will streamline the task of environmental review. To the extent that the TDAP and amended SSAP are consistent with earlier program EISs, they will be found to be "within the scope" of the program EISs, or could use the program EISs to focus on new, specific environmental topics.

- (3) The background information and analyses contained in the above-referenced documents is sufficient to provide the necessary information to complete the environmental review such that, with the exception of the traffic counts included in Subtask 1.1 and the optional land verification task described below, no new technical studies (e.g., noise monitoring, biological field surveys, cultural resources investigations), visual simulations, or field reconnaissance would be required.
- (4) The definition and description of future projects either wholly or partially within the TDAP or amended SSAP boundaries (e.g., the US 50/South Shore Community Revitalization Project, redevelopment of the Horizon property or other Edgewood Companies' properties, the shared-use path connection between Market Street and Van Sickle Bi-State Park) will be consistent with that used to complete the cumulative impact analyses in the RPU EIS.
- (5) The IEC will address one proposal and no alternatives.
- (6) Douglas County will provide project-related GIS and CAD data, as needed.

If any of these assumptions are incorrect, the scope and budget herein would need to be revisited.

This scope details the task and costs associated with the development of an expanded IEC. If, during preparation of the IEC, Ascent determines that additional environmental review is necessary, Douglas County staff will be notified of the issue. County staff would then revise the draft Area Plan documents to address the potential significant environmental impacts, or renegotiate the scope and budget to reflect the necessary level of environmental review.

## **Task 1 Prepare Expanded IEC**

### **Subtask 1.1: Prepare Administrative Draft IEC**

The Ascent team will prepare an Administrative Draft IEC for review by the County and TRPA. The document will meet the substantive requirements of the TRPA Code and other applicable regulations. Technical responses in the IEC will be based on the analyses included in the above-referenced environmental documents; no original research or new analysis is assumed, except as related to the Town Center boundary expansion and new uses at the Kingsbury Middle School site.

The proposed use changes related to the Town Center boundary expansion and Kingsbury Middle School Site could increase vehicle trip-generation (and in turn affect level-of-service, and related air quality, noise, and GHG emissions). LSC will prepare an analysis that focuses on the potential traffic impacts related to the proposed use changes. We will meet with County staff to review the proposed use changes and conduct new PM peak hour counts at the intersections of US 50/Lake Village Drive and SR 207/Manor Drive. The traffic analysis will focus on potential trip generation related to newly allowed uses, level of service, and vehicle miles of travel (VMT) as described in LSC's scope in Attachment B. It is expected that an outcome of this analysis and subsequent refinements to the TDAP and SSAP would demonstrate that the proposed Area Plans would not result in additional trips or attendant environmental impacts beyond those already contemplated in the RPU EIS.

As part of this task, Ascent proposes to host up to four working session meetings with Douglas County and TRPA staff to assist in the successful completion of the IEC. These sessions will be used to address specific checklist responses that require interpretation or that otherwise benefit from agency guidance.

The proposed Administrative Draft IEC would be organized as follows:

- ▶ Chapter 1, Introduction
- ▶ Chapter 2, Project Description
- ▶ Chapter 3, TRPA IEC and Explanations
- ▶ Chapter 4, Report Preparers
- ▶ Chapter 5, References
- ▶ Appendices

The heart of the environmental analyses will be completed in Chapter 3 of the IEC, where detailed checklist responses will be provided and mitigation measures identified, where applicable. The methodology for completing the bulk of the resource analyses will be straightforward and include literature review, consultation with agency experts, and documentation. Ascent will provide three hard copies of the Administrative Draft IEC to the County; electronic copies will also be provided.

### **Subtask 1.2: Prepare Final IEC**

The Ascent team will revise the Administrative Draft IEC consistent with one set of consolidated comments received from the County and TRPA and prepare the Final IEC. One copy each of a printcheck Final IEC will be provided to the County and TRPA to review prior to production of the final editions. Following approval of the printcheck IEC, Ascent will provide three hard copies of the Final IEC to the County; electronic copies will also be provided. The County will be responsible for web publishing and distribution of other published copies to agencies and interested stakeholders, as appropriate.

As part of this task, Ascent will provide Douglas County with electronic copies of all reports, meeting notes, references cited in the IEC, and other materials that constitute the administrative record for the project.

**Subtask 1.3: Refinements to Final IEC and Responses to Comments (Optional Task – Not In Contract)**

Because of the degree of uncertainty about the need for refinements to the Final IEC as a result of project approval meetings and public input, subsequent revisions to the IEC after the public release of the document are not estimated in this budget, but are identified as an optional task in this scope of work, which provides a placeholder for future development of a scope and budget for this task.

Although written responses to comments are not required for an IEC, the Ascent team recommends this practice to demonstrate thorough consideration of public and agency comments. After comments on the IEC are received, the Ascent team will meet with the County and TRPA to discuss the substance of the comments and develop a strategy for responses. If necessary, the Ascent team will prepare a list of commenters, compile and organize the comments, and develop draft responses to significant environmental points raised in the comments. Because the nature and extent of comments is difficult to predict in advance, and because it is unknown whether consultant assistance will be needed, this is an optional task.

**Task 2 Meetings**

The purpose of this task is to attend and participate in meetings necessary for the successful completion of the environmental review. The Ascent team will participate in the following meetings:

- ▶ Douglas County Planning Commission Meeting
- ▶ Douglas County Board of County Commissioners Meeting
- ▶ TRPA Advisory Planning Commission Meeting
- ▶ TRPA Regional Plan Implementation Committee Meeting
- ▶ TRPA Governing Board Meeting

Ascent will assist the County with meeting presentations and note taking as well as preparation of responses to questions related to the environmental review.

It is assumed that the County will be responsible for preparation and distribution of public notices related to the TDAP and amended SSAP, and publishing meeting announcements in local newspapers.

**Task 3 Project Management**

The purpose of this task is to manage the project schedule, budget, invoicing, and contracts. Ascent's project manager will devote an appropriate level of effort to ensure an efficient and timely process for project execution. Budget for up to six months of project management activity is provided. This includes close coordination with the County and TRPA, preparation of project progress summaries, and invoicing.

**Optional Task Land Capability Verification for Tom Hall Property**

TRPA verifies land capability on a project-by-project basis. During discussions with TRPA at the meeting on May 30, 2014, it was determined that verification of the land capability of the Town Center expansion area (parcel owned by Tom Hall) could assist in understanding the environmental impacts of the boundary change. This optional task includes preparation of a TRPA land capability verification application ([http://www.trpa.org/wp-content/uploads/Land\\_Capability\\_Verification\\_Application.pdf](http://www.trpa.org/wp-content/uploads/Land_Capability_Verification_Application.pdf)) on behalf of the property owner and at the direction of Douglas County. The land capability verification would be completed by Ascent's in-house Certified Professional Soil Scientist (CPSS), Rachel Kozloski. Ms. Kozloski would participate in up to two meetings with TRPA staff: one to review the methodology and a second to review the results of this effort. The verification effort would include review and use of TRPA soils and Bailey GIS layers, and field survey and verification by Ms. Kozloski. The results of the land capability verification are expected to support the IEC analysis and proposal for the Town Center expansion.

## Proposed Budget

The cost proposal is attached (Attachment A), including person-hours by task and direct costs. Ascent is flexible and will gladly review the scope and price with Douglas County to ensure that it accurately reflects the needs of the project.

We look forward to the opportunity to continue to work with the County. Please feel free to contact either Sydney (916.930.3185, Sydney.Coatsworth@ascentenvironmental.com) or Nanette (775.339.1420, Nanette.Hansel@ascentenvironmental.com), if you have any questions or if we can provide any further information.

Sincerely,



Sydney B. Coatsworth, AICP  
Principal



Nanette Hansel  
Project Manager

Attachments:

- A Cost Estimate
- B Subconsultant Scope of Services

Approved By:

Signature

Date

*N/A*  
\_\_\_\_\_  
Larry Werner  
Interim Douglas County Manager

Attachment A

Cost Estimate  
 Environmental Documentation for the  
 Proposed Tahoe Douglas Area Plan and  
 Amendments to the South Shore Area Plan

LABOR COSTS	Ascent Labor				TOTAL FEE
	Principal \$205	Project Manager \$165	Environmental Analyst \$105	Document Production/Accounting \$10	
<b>Task 1. Prepare Expanded IEC</b>					
Subtask 1.1 Admin Draft IEC	12	44	90	6	
Document Prep					
Coordination Meetings with TRPA/Douglas County (x 4)	4	8	8	6	188
Subtask 1.2 Prepare Final IEC	4	20	24	4	20
Subtask 1.3 Refinements to Final IEC (Optional Task - Not in Contract)	6	20	4		56
<b>Task 2. Meetings (Public Meetings x 6)</b>					
<b>Task 3. Project Management and Coordination</b>					
Total Ascent Labor Hours	26	110	126	4	30
Total Ascent Labor Dollars	\$5,370	\$18,150	\$13,230	\$40	\$3,330
<b>DIRECT COSTS</b>					
Direct Costs (e.g., printing and reproduction)					\$ 50
<b>TOTAL ESTIMATED FEE</b>					\$ 385
<b>OPTIONAL TASK - Prepare Land Capability Verification Application</b>					
Prepare TRPA LCV for Tom Hall Property	4	32			36
<b>TOTAL ESTIMATED FEE (with Optional Task)</b>					\$4,020
					\$62,430



LSC TRANSPORTATION CONSULTANTS, INC.

2690 Lake Forest Road, Suite C  
P. O. Box 5875  
Tahoe City, CA 96145  
(530) 583-4053  
FAX (530) 583-5966  
Email: [lsc@lsctahoe.com](mailto:lsc@lsctahoe.com)  
Website: [www.lsctrans.com](http://www.lsctrans.com)

June 10, 2014

Ms. Nanette Hansel  
Ascent Environmental  
128 Market St., Suite 3E  
Stateline, NV 89449

RE: Douglas County TDAP/SSAP Traffic Analysis

Dear Ms. Hansel:

Thank you for the opportunity for LSC Transportation Consultants, Inc. to be part of the Ascent Environmental team regarding the upcoming environmental analysis for the Tahoe Douglas Area Plan and Amended South Shore Area Plan. With this letter, LSC is pleased to present our proposal to prepare the associated traffic analysis.

The proposed changes in land use plans will result in two potential areas of traffic or traffic-related impact: (1) expansion of the Town Center to include an additional portion of an area along Manor Lane (currently in use as a mobile home park), and (2) designation of the old Kingsbury Middle School site as a Special Area. The proposed change in plan documents for each of these two areas would open up the potential for new land uses that could possibly increase vehicle trip-generation (and in turn level-of-service, air and noise impacts). To assist in the preparation of the Initial Environmental Checklist, LSC would prepare a report documenting the potential traffic impacts. This would be accomplished in the following tasks:

**Task 1: Review of Existing Plans and Conditions:** First, LSC will attend a meeting in Douglas County to review the proposed plan changes and define a list of potential newly-allowed land uses, and associated maximum feasible land use quantities. The status of the Sierra Colina project will be discussed. We will also review existing land use status, as well as existing traffic count data. As it has been many years since a count at US 50 / Lake Village Drive has been conducted, and as to our knowledge no recent count of the SR 207 (Kingsbury Grade)/Manor Drive intersection has been conducted, we would propose to conduct new PM peak-period intersection traffic counts at these two locations.

**Task 2: Evaluation of Traffic Generation:** Daily and peak-hour trip generation of the range of potential new land uses (up to 10 scenarios at each site) will be estimated for each of the two sites, based upon standard trip generation rates. As appropriate, we will also consider any non-auto and pass-by reductions that may be appropriate for a specific land use. Subtracting

June 10, 2014

the existing site trip generation (estimated based on existing land use), the net impact of the potential change in land use designation will be identified. In addition, the level of development that would result in an increase over the trip generation of existing land use or model assumed land use will be calculated.

**Task 3: Traffic Distribution, Assignment and Impact on Level of Service:** Using the potential new land use that results in the greatest increase in trip generation, an appropriate traffic distribution pattern will be identified based upon existing turning movement data and the project location relative to land uses in the local area. Multiplying the trip generation by the trip distribution will yield the net impact on peak-hour traffic volumes on the access roadway and the key access intersection. These volumes will be added to existing traffic volumes to identify traffic conditions with the proposed use. Standard traffic engineering techniques, such as those presented in the Highway Capacity Manual, will be used to identify the summer peak-hour Level of Service (LOS) at the SR 207/Manor Drive and US 50/Lake Village Drive intersections. Finally, the impact of the potential change in land uses on daily Vehicle-Miles of Travel will be identified. Note that any future specific development proposal may require additional analysis.

### **Report Preparation**

The results of this analysis will be presented in letter report, with accompanying tables. After review by the client, the draft report will be finalized for submission to the reviewing agencies. This work scope includes response to up to two "rounds" of comments pertaining to the analysis and finalizing the report, so long as no revisions to the technical analyses or additional technical analyses are required. In addition, LSC will assist Ascent Environmental in preparation of the Transportation section of the Environmental Checklist. Attend up to three meetings or presentations in the South Shore area is included as a part of this work scope. Attendance at additional meetings could be provided at additional time and materials expense.

### **Study Cost**

As indicated in the attached Table A, we estimate that this study will require a total of \$19,440 in personnel and related expenses. We propose to conduct this study upon a "time and materials" basis, with a contract maximum of \$19,440 that will not be exceeded without your prior approval.

### **Firm Experience**

LSC Transportation Consultants has unparalleled experience in Tahoe transportation studies. Since the opening of the firm's Tahoe City office in 1992, the firm with Gordon Shaw as Principal has grown to a staff of 11, and has conducted over 200 transportation, traffic, transit, pedestrian and bicycle/pedestrian studies in the Tahoe Region. This has included studies for each of the local jurisdictions, the TRPA, the US Forest Service, private landowners, the Washoe Tribe, and a variety of non-profit organizations. We would be happy to provide additional information on our qualifications, if desired.



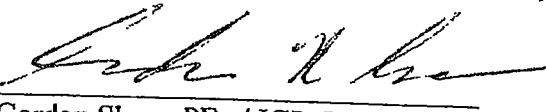
June 10, 2014

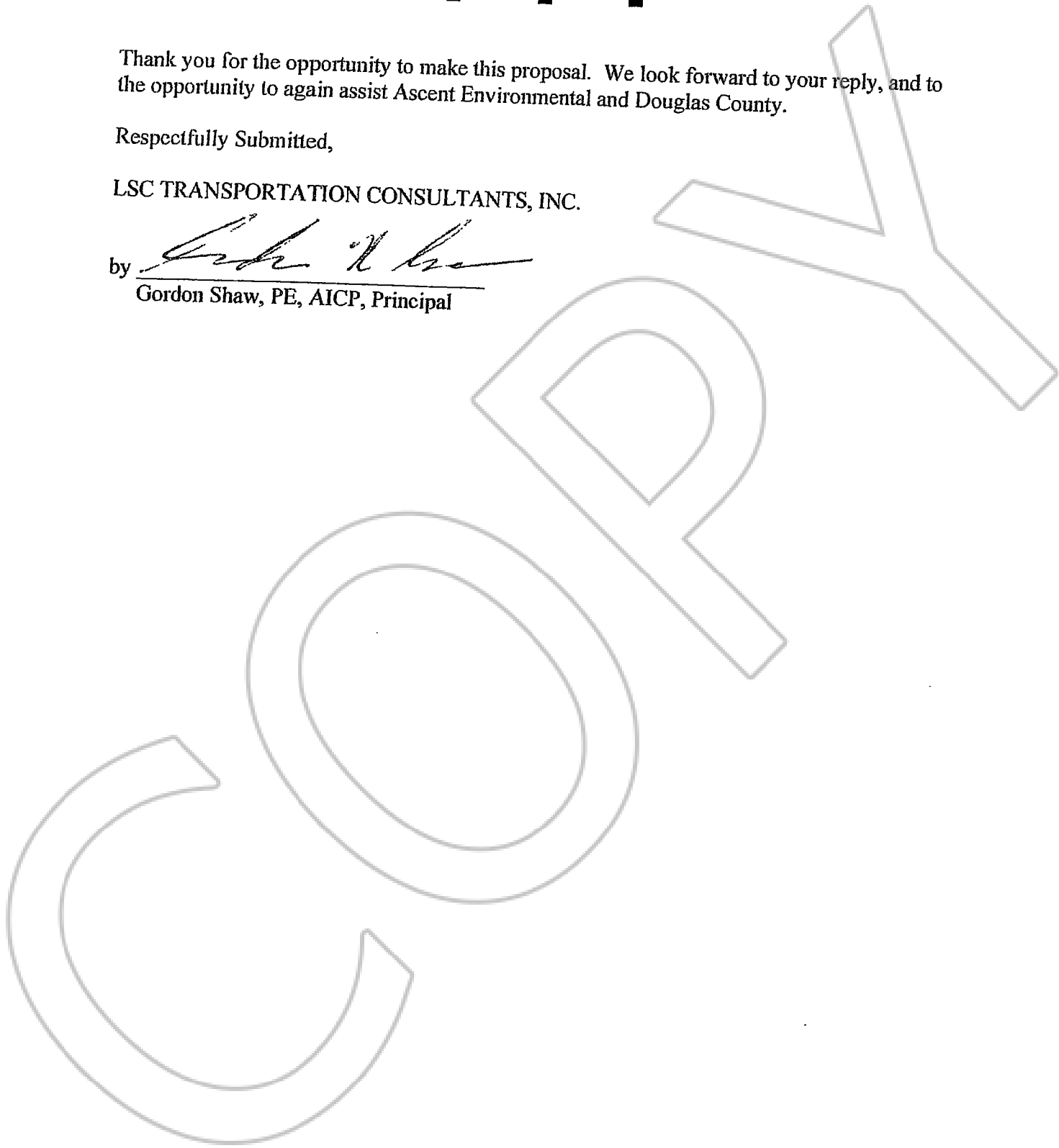


Thank you for the opportunity to make this proposal. We look forward to your reply, and to the opportunity to again assist Ascent Environmental and Douglas County.

Respectfully Submitted,

LSC TRANSPORTATION CONSULTANTS, INC.

by   
Gordon Shaw, PE, AICP, Principal



**TABLE A: Cost Estimate**

**Douglas County TDAP/SSAP  
Traffic Analysis**

	Total Hourly Rate (Including Salary, Overhead, and Profit)	Senior Engineer				Required Staff Hours		Total Staff Hours	Total Cost
		Principal Engineer	Senior Engineer	Engineer	Support Staff	Traffic Technician	Technician		
Task 1	Review of Existing Plans and Conditions	4	8	4	1	10	27	\$2,535	
Task 1	Evaluation of Traffic Generation	1	4	20	0	0	25	\$2,470	
Task 2	Traffic Distribution, Assignment and Impact	4	8	40	0	0	52	\$5,320	
Task 3	Report Preparation and Presentations	24	24	10	8	0	66	\$8,780	
<b>TOTAL</b>		<b>33</b>	<b>44</b>	<b>74</b>	<b>9</b>	<b>10</b>	<b>143</b>	<b>\$19,105</b>	
<b>ADDITIONAL EXPENSES</b>									
							Travel Costs	\$235	
							Printing/Copy Costs	\$50	
							Phone/Postage/Delivery/Travel Costs	\$50	
							Subtotal Expenses	\$335	
							<b>TOTAL PROJECT COSTS</b>	<b>\$19,440</b>	



COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

10<sup>th</sup> day of May, 2017

By [Signature] Deputy