

**Service Agreement**  
*between*  
**Rural Community Assistance Corporation**  
*and*  
**Ascent Environmental, Inc**

This Agreement is entered into on February 1, 2021, by and between **Rural Community Assistance Corporation (RCAC)**, a nonprofit corporation, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691 and **Ascent Environmental, Inc. (AEI)**, Consultant, 455 Capital Mall, Suite 300, Sacramento CA 95814.

**I. Task Orders**

Consultant shall provide the professional services (Services) as specified in authorized Task Orders. Consultant shall commence, perform, and complete such Services and be compensated by RCAC for such Services in accordance with authorized, signed Task Orders. Failure to perform the Services described in a signed Task Order(s) shall be considered default, and RCAC may pursue all remedies hereunder.

RCAC reserves the option to add additional Task Orders for additional negotiated compensation upon discovery and pursuit of additional projects within the scope of the Biomass Utilization Fund.

**I. Performance Period**

Specific service deliverable timelines shall be defined in authorized Task Orders.

**II. Consultant Responsibilities**

In addition to all other obligations contained herein, Consultant agrees:

- A. To furnish all material, equipment, labor and supplies in such quantities and of the proper quality to perform Services in a professional and timely manner;
- B. To proceed with diligence and promptness and hereby warrants that such Services shall be performed to the satisfaction of RCAC, exercising ordinary skill, care and judgement for workmanship and service standards in the field;
- C. To comply, at Consultant's own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Consultant as an employer;
- D. That Consultant is an independent consultant and not the agent, employee, or servant of RCAC, and that:
  - 1. Consultant does not have the authority to act for RCAC or to bind RCAC in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of RCAC;

2. Consultant has and hereby retains full control of and supervision over the performance of Consultant obligations and full control over any persons employed by Consultant for performing the Services;
3. Consultant shall satisfy all tax and other governmentally imposed responsibilities as a self-employed person and/or independent consultant including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, workers' compensation (as applicable by law) and self-employment taxes. All sales taxes are the responsibility of the Consultant.

### **III. Compensation**

#### **A. Payment**

As compensation for satisfactory performance of the Agreement, RCAC shall pay the Consultant the amount set forth in the Task Order(s), subject to additions and deductions as provided for herein. In no event shall that amount be exceeded, nor shall RCAC be liable for payment in excess of this amount unless RCAC authorizes an increase in writing.

Consultant shall notify RCAC in writing if Consultant has reason to believe that expenses incurred within the next 60 days, when added to costs previously incurred, will exceed the authorized amount specified in the Task Order.

#### **B. Request for Payment**

Consultant shall submit a Request for Payment form (Attachment B) for all Services performed. Email payment requests to [Cspencer@rcac.org](mailto:Cspencer@rcac.org) or Mail payment requests to RCAC, Grants and Contracts Administration, 3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691.

In the event that RCAC disputes any payment request item, RCAC will notify Consultant within five working days of receipt of the payment request. RCAC will approve payment of non-disputed items. RCAC and Consultant will proceed to negotiate and then arbitrate the disputed items as specified elsewhere in this Agreement.

### **IV. Indemnification**

Consultant agrees to at all times save, defend, pay attorneys' fees and costs, indemnify and hold harmless RCAC, its directors, officers, employees and agents, from and against any and all manner of claim, demand, notice, proceeding, suit, action, cause of action, damages, order, decree or judgment claimed, filed, made, asserted or secured against RCAC, its directors, officers, employees or agents, by any person, firm, corporation, organization or entity which is in any way related to any actions (or lack of action) by the Consultant, its directors, officers, employees or agents under this Agreement, pursuant hereto or in any way connected herewith, but only to the extent actually caused by the negligent acts, errors or omissions of Consultant.

### **V. Insurance**

By execution of this Agreement, Consultant agrees that the required insurance coverage shall be in effect at all times during the term of this Agreement, including unemployment, disability and liability insurances. The Consultant agrees to submit a Certificate of Insurance naming RCAC as

an additional insured's within 10 business days from receipt of the fully executed Agreement. Consultant shall provide RCAC with written notice at least 30 days prior to cancellation or reduction of insurance expires at any time during this Agreement. Consultant agrees to provide a new Certificate of Insurance at least 30 days prior to expiration date.

1. Consultant shall maintain standard Workers' compensation as required by law in the state where service is performed. A current Certificate of Insurance must be supplied to RCAC throughout the term on this Agreement.
2. Consultant shall maintain Comprehensive Commercial General Liability coverage in the amount of at least \$1,000,000. A current Certificate of Insurance must be supplied to RCAC throughout the term on this agreement.
3. Consultant operating a motor vehicle in the implementation of this agreement is required to carry automobile coverage in the amount of at least \$100,000/\$300,000 and uninsured motorist coverage. As applicable, a current Certificate of Insurance must be supplied to RCAC throughout the term on this agreement.

#### **VI. Notice**

Any notice given hereunder by either party shall be in writing and deemed given when sent by certified mail.

A. Notices to RCAC shall be addressed to:

Rural Community Assistance Corporation  
Grants and Contracts Administration  
3120 Freeboard Drive, Suite 201, West Sacramento, CA 95691

B. Notices to Consultant shall be addressed to:

Sydney Coatsworth, Principal  
Ascent Environmental, Inc  
455 Capital Mall, Suite 300, Sacramento, CA 95814

If either party changes its address during the term herein, it shall advise the other party in writing and any notice thereafter shall be sent by email to [cs Spencer@rcac.org](mailto:cs Spencer@rcac.org) and certified mail to the new address.

#### **VII. Termination**

In the event that the Consultant fails to comply with the terms and conditions, RCAC shall take enforcement action prescribed in 2 CFR §200.338 (Remedies for noncompliance including termination). Each party agrees not to terminate this Agreement during the Agreement period of February 1, 2021 through January 31, 2022 except for convenience or good cause and in the event of an alleged breach, after the breaching party has had an opportunity to cure. Termination will be accomplished by giving 30-days written notice. At the time of termination both parties shall be released from any and all obligations under this contract provided that Consultant shall be paid for services satisfactorily performed to the date of termination, less any amount prepaid.

#### **VIII. Attorney Fees**

Failure to perform the Services described in a signed Task Order(s) shall be considered default, and RCAC may pursue all remedies herein. In the event that RCAC is compelled to commence or maintain an action to enforce the provisions of this Agreement or to recover damages as a

result of a breach of the Agreement or from any other cause arising from said Agreement, RCAC shall be entitled to recover reasonable attorney's fees in addition to costs and necessary disbursements.

**IX. Authority**

Each party has full power and authority to enter into and perform this Agreement. The person signing the Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by the Agreement.

**X. Attachments**

The following Attachments are attached hereto and by reference incorporated herein:

Attachment A: Task Order(s), Scope of Work(s), Cost(s)

Attachment B: RCAC Financial Forms

Attachment C: Representations and Certifications Form

Attachment D: Request for Payment

**XI. Enforcement and Waiver**

The failure of either party in any one or more instances to insist upon strict performance of any Agreement terms and provisions, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

**XII. Severability**

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. Rather, the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

**XIII. Lobbying**

By checking off and signing the attached RCAC Representations and Certifications Form, Consultant certifies that they shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other funds, programs, projects, or activities that flow from this Agreement (Attachment C). (see 2 CFR 200, Appendix II)

**XIV. Debarment**

Consultant hereby certifies to the best of its knowledge that it or any of its officers:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- B. Within a three-year period preceding this Agreement, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Agreement under a public transaction; or in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph two of this certification; and

- D. Within a three-year period preceding this Agreement, have not had one or more public (federal, state, or local) transactions terminated for cause or default.

**XV. Drug Free Workplace**

By checking off and signing the attached RCAC Representations and Certifications Form, Consultant certifies that they maintain a drug free workplace (Attachment C).

**XVI. Nondiscrimination**

Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Consultant shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this nondiscrimination clause.

Consultant hereby certifies compliance with the following:

- A. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
- B. Title VI and Title VII of the Civil Rights Act of 1974, as amended.
- C. Rehabilitation Act of 1973, as amended.
- D. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- E. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
- F. Public Law 101-336, Americans with Disabilities Act of 1990.
- G. Affirmative Action Laws.
- H. Child Support Compliance Act (Section 5200, Part 5, Division 9 of Family Code and State Contract.)
- J. Section 3 Compliance (Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) and 24 CFR part 135)

**XVII. Environmental Compliance**

Consultant agrees to comply with all applicable standards, orders, or requirements as issued under:

Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) *[See 2 CFR 200 Appendix II, (F)]*

Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act regarding procurement of recovered materials and solid waste management services. *[See 2 CFR 200.322]*

Flood Disaster Protection Act of 1973, requiring the maintenance of flood insurance for construction work performed in special flood hazard areas (SFHA).  
*[See P.L. 93-234 Section 102(a)]*

#### **XVIII. Confidentiality**

Any reports, information or data given to, prepared, or assembled by Consultant under this Agreement, which RCAC requests in writing to be kept confidential, shall not be made available to any individual or organization by Consultant without prior written approval from RCAC.

#### **XIX. Conflict of Interest**

Consultant acknowledges that Per federal regulations under 2 CFR 200.318: No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Consultant further acknowledges to the best of their ability, there is no conflict of interest related to Services to be performed for the purpose of this agreement.

#### **XX. Record Keeping**

The Consultant agrees to keep and maintain true and complete records, contracts, books, and documents necessary to fully disclose to RCAC or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all relevant state and federal regulations and statutes, for a minimum of five years. All records maintained by Consultant shall meet the standard requirements contained in the: 2 CFR 200 (Uniform Guidance) Subpart E (Cost Principles). At time of contract end date, Consultant will submit all pertinent records to RCAC. All records and materials produced for the purposes of this agreement by Consultant shall be the sole property of RCAC.

#### **XXI. Governing Law**

This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of California.

## XXII. Dispute Resolution/Arbitration

RCAC and the Consultant hereby agree to meet and confer in good faith in an attempt to resolve any dispute, controversy or claim arising under this Agreement (including the breach, termination or validity hereof). If the dispute is not resolved, the matter shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. The arbitration shall be held in Sacramento, California. Upon RCAC's or Consultant's written election to resolve any matter by arbitration pursuant to this section, RCAC and Consultant hereby expressly agree: (i) to submit the matter to the jurisdiction of the arbitration panel, and (ii) that judgment on the award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction. In invoking this arbitration provision, RCAC shall not be deemed to have waived any rights, immunities, or privileges to which it is entitled, including, but not limited to, the right to obtain injunctive relief and other measures from a competent court. The obligations and duties of this agreement shall survive in full the termination of this Agreement.

## XXIII. Entire Agreement, Amendments and Modification

This Agreement, including all attachments, constitutes the entire Agreement between RCAC and Consultant with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document, or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provision of this Agreement shall be controlling. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

In Witness Whereof, the parties have caused their duly authorized representatives to sign this Consultant as of the date first stated above.

Rural Community Assistance Corporation  
3120 Freeboard Drive, Suite 201  
West Sacramento, CA 95691  
916/447-2854; 916/447-2878 fax



David Ebenezer  
Chief Financial Officer

03/02/2021  
Date

Ascent Environmental, Inc  
455 Capital Mall, Suite 300  
Sacramento, CA 95814  
916/444-7301

  
Sydney Coatsworth (Mar 3, 2021 06:52 PST)

Consultant Signature

Sydney Coatsworth, Principal  
Name/Title

March 2, 2021  
Date

27-1537109  
Tax ID Number

# **ATTACHMENT A**

Task Order(s), Scope of Work(s), Cost(s)

# Attachment A



## Rural Community Assistance Corporation Task Order Form

<b>Task Order:</b> Biomass Utilization Fund (BUF), No. 1	<b>Performance Period:</b> February 1, 2021 to January 31, 2022
<b>Issued to:</b> Ascent Environmental, Inc. 455 capital Mall Suite 300 Sacramento CA 95814	<b>Contact/Telephone no.:</b> Sydney Coatsworth, Principal 916/444-7301 Sydney.coatsworth@ascentenvironmental.com
<b>Issued by:</b> Rural Community Assistance Corporation 3120 Freeboard Drive, Suite 201 West Sacramento, CA 95691	<b>Contact/telephone no.:</b> Cyndi Spencer 916/447-9832 x 1030 916/708-1896 cell Cspencer@rcac.org
<b>Scope of Work</b>  <b>Task Order 1- BUF Program Support and Studies</b>  Consultant to conduct analysis and prepare documentation for all necessary NEPA and CEQA Environmental Review Records (ERRs) required for identified project under the Biomass Utilization Fund program to proceed. The Consultant will be responsible for conducting environmental review analysis and assembling draft and final ERRs, as well as advising on all procedural requirements for public noticing, public review, responding to comments, and any other activities necessary to produce an adopted or certified NEPA and CEQA ERR that allows HCD to obtain release of Project funding from HUD, complete CEQA filing process at State Clearinghouse and allows proposed Developments to obtain all required permits.  <b>As further described in attached BUF Task Order 1 SOW_all Projects :</b> <ul style="list-style-type: none"><li>• Task 1-Project Management and Coordination</li><li>• Task 2-Alternatives Considered and Dismissed Summary</li><li>• Task 3-Greenhouse Gas Study</li><li>• Task 4-Cumulative Projects Assessment</li><li>• Task 5-Determine Lead Agencies and Level of NEPA/CEQA Analysis</li></ul>	
<b>Milestones/Deliverables/Reporting:</b>  Task 1- Agendas and notes for up to 26 meetings  Task 2-Alternatives Considered but Dismissed memo (draft and final versions)  Task 3- Greenhouse Gas Study (draft and final versions)	

Task 4- Cumulative Projects memo (draft and final versions)

Task 5- Summary of CEQA/NEPA approach decisions

### Schedule

The Consultant and RCAC will refine the schedule for this Task Order during the project initiation meeting. Consultant will maintain a current schedule throughout the duration of the project. The proposed schedule is shown below.

RK PRODUCT/MILESTONE	DURATION	ESTIMATED COMPLETION DATE
Ascent receives notice to proceed	1 day	February 2021
Project initiation meeting	1 day	February 2021
Alternative Considered and Dismissed Summary	2 months	April 2021
Greenhouse Gas Study	3 months	May 2021
Cumulative Projects Assessment	2 months	April 2021
Determine CEQA lead agency and level of NEPA/CEQA analysis	1 week	May 2021

### Penalties:

Ascent will not be reimbursed for any work while there is an unresolved dispute or violation of the scope of work, including timeline.

### Compensation:

RCAC will pay consultant an amount not to exceed \$132,968 for the successful completion of all tasks in Task Order #1. The amount “not to exceed” is calculated based on hourly rates as listed in the BUF TO#1 Cost Spreadsheet (attached) for 528 work hours and up to \$28,188 for reimbursable expenses, including subcontractors as also listed in the attached BUF TO#1 Cost Spreadsheet. Travel expenditures must be supported by receipts, except “meals and incidentals” which will be paid based on Federal Government travel per diem. All travel must comply with Federal Government and RCAC travel policies.

Consultant to invoice monthly and provide report of activities on each payment request that will describe all work and allowable costs for which the invoice pertains.

All requests for payments must reference BUF/AEI/1-A360, No. 1. Email requests for payments to Cyndi Spencer at [cspencer@rcac.org](mailto:cspencer@rcac.org).

- *All performance measures as described in scope of work must be met in order to receive payment as agreed. If it is deemed the performance has not met standard described, payments will be withheld until performance is cured.*

All terms and conditions included in Ascent/RCAC Service Agreement Biomass Utilization Fund (BUF) are applicable to this Task Order.

**Signature for RCAC:**



**Type name and title:**

David Ebenezer  
Chief Financial Officer

**Date:**

03/02/2021

**Signature for Ascent Environmental, Inc**

  
Sydney Coatsworth (Mar 3, 2021 06:52 PST)

**Type name and title:**

Sydney Coatsworth, Principal

**Date:**

March 2, 2021

## **TASK ORDER 1 – BUF PROGRAM SUPPORT AND STUDIES**

### **TASK 1: PROJECT MANAGEMENT AND COORDINATION**

The Consultant's management team and administrative support staff will devote effort each month to ensure an efficient and timely process for project execution. This includes close coordination with RCAC, SNC, HCD and other stakeholders throughout the duration of the project.

As an initial step, the Consultant will compile and review existing data, maps, and other information; and will attend a project initiation meeting (which may be virtual) with RCAC, HCD, SNC and others, as appropriate, to review the information and existing background documents, discuss the project description, and identify any additional data needs. The Consultant will coordinate with a core agency team including the CEQA lead agency, HCD, SNC and RCAC, in review of all analysis and documentation to maintain open and proactive communication and ensure all materials meet federal and state standards.

The Consultant project management team will attend one (1) project kickoff meeting and up to 26 bi-weekly (every other week) coordination meetings. Where specific meetings are listed in subsequent tasks to review work products or make decisions on approach, it is assumed that those activities will occur during bi-weekly coordination meetings to efficiently use agency and consultant staff time.

#### **Task 1 Deliverables**

- ✓ Agendas and notes for up to 26 meetings

### **TASK 2: ALTERNATIVES CONSIDERED AND DISMISSED SUMMARY**

The Consultant will coordinate with Tuolumne County and the project applicants to describe the process used for the selection of the preferred site location for each project. The Consultant will document and describe the process and considerations used by the County and applicants to select the preferred project sites, including a general description of other potential sites that were considered and the reasons those sites were not selected. It is assumed that Tuolumne County and the project applicants will provide all information necessary to document the site selection process. The Consultant will summarize this information into a brief (3 – 4 page) memo that describes alternatives considered but dismissed from detailed review for each project.

#### **Task 2 Deliverables**

- ✓ Alternatives considered but dismissed memo (draft and final versions)

### **TASK 3: GREENHOUSE GAS STUDY**

The Consultant will prepare a study to evaluate the GHG effects of the three proposed BUF projects. This study will inform the determination of the appropriate level of environmental review and will be incorporated into the relevant analysis within each project's NEPA/CEQA document. The Consultant will identify key parameters regarding the context of the BUF projects and conduct a literature search to help understand the net change in GHG emissions that would result over the long term with implementation of the proposed BUF projects. A key parameter is whether the biomass feedstock used by the BUF projects would otherwise be subject to pile burning or other GHG-emitting handling methods.

The Consultant will calculate the GHG emissions associated with construction and operation of the BUF projects, including the processing and hauling of biomass feedstock. The Consultant will first interview project applicants and conduct background research to verify the most likely feedstock sources for each project, as well as the most likely fate of that feedstock if the projects were not implemented. Based on available information, it is assumed that the projects would primarily use forest feedstock that would

otherwise be disposed of through a combination of GHG-emitting methods such as pile burning or chipping. If this assertion is verified, the Consultant will develop reasonable assumptions about the fate of the feedstock if the projects were not implemented. The Consultant will then estimate GHG emissions associated with the fate of the feedstock if it was not used in the proposed projects. This will include quantifying emission rates for up to three disposal methods (e.g., pile burning, chipping and spreading, and firewood). The resulting emission factors will be applied to the annual feedstock associated with each proposed biomass facility to provide an estimate of GHG emissions under the no project condition.

The Consultant will then estimate annual GHG emissions associated with operation of each facility including mobile-source (i.e., haul trip) and stationary source emissions (i.e., pre-processing of biomass, facility operation). For each proposed facility, the study will compare the no project GHG emissions to the GHG emissions associated with operation of the facility to provide an estimate of net GHG emissions associated with operation of each facility. If the study determines that one or more facility would result in a net increase in GHG emissions, it will identify feasible mitigation measures that could be incorporated into facility design or operation to reduce GHG emissions. If the study determines a net reduction in GHG, it will report those conclusions with supporting information. The Consultant will provide a draft GHG report to RCAC, SNC, and HCD for review and will incorporate one set of comments to prepare a final report.

#### **Task 3 Deliverables**

- ✓ Greenhouse Gas Study (draft and final versions)

### **TASK 4: CUMULATIVE PROJECTS ASSESSMENT**

The Consultant will prepare a cumulative projects assessment memo to inform the cumulative impact assessment for each project's NEPA/CEQA analysis. The assessment will evaluate the greater area to identify other businesses supported with biomass-feedstock within the feedstock supply area. It will determine if the other biomass facilities would potentially affect the three proposed BUF projects, due to feedstock competition and other factors. The assessment will also review any new state and federal policies that could affect proposed or existing facilities' operations, for example, tariffs affecting facilities' power purchase agreements (PPAs). Potential cumulative environmental impacts will be identified, including but not limited to air quality affected by haul distances, traffic impacts, and the like. A Cumulative Projects Memo will be prepared outlining other biomass business name, location, contact and brief description of potential cumulative impacts. A draft memo will be provided to RCAC, SNC, and HCD for review and the team will incorporate one set of comments to prepare a final memo. The final memo will inform the cumulative impact analysis for each project.

#### **Task 4 Deliverables**

- ✓ Cumulative Projects Memo (draft and final versions)

### **TASK 5: DETERMINE LEAD AGENCIES AND LEVEL OF NEPA/CEQA ANALYSIS**

The Consultant will identify considerations for the appropriate level of NEPA and CEQA review and potential CEQA lead agencies, which would include HCD, Tuolumne County, and SNC. The Consultant team will meet with RCAC and the potential lead agencies to identify which agency would most appropriately meet the criteria for CEQA lead agency for each project consistent with State CEQA Guidelines Section 15051.

Based on the results of Tasks 2 - 4, and other site-specific information for each project, the Consultant team, in close coordination with the core agency team, will recommend an appropriate level of CEQA and NEPA analysis. The core agency and consulting team will review tradeoffs and considerations for various levels of CEQA/NEPA analysis. The team will also determine whether any action alternatives should be evaluated in each CEQA/NEPA document.

## Task 5 Deliverables

- ✓ Summary of CEQA/NEPA approach decisions

## SCHEDULE

The Consultant and RCAC will refine the schedule for this Task Order during the project initiation meeting. Consultant will maintain a current schedule throughout the duration of the project. The proposed schedule is shown below.

WORK PRODUCT/MILESTONE	DURATION	ESTIMATED COMPLETION DATE
Ascent receives notice to proceed	1 day	February 2021
Project initiation meeting	1 day	February 2021
Alternative Considered and Dismissed Summary	2 months	April 2021
Greenhouse Gas Study	3 months	May 2021
Cumulative Projects Assessment	2 months	April 2021
Determine CEQA lead agency and level of NEPA/CEQA analysis	1 week	May 2021

PRICE PROPOSAL

Task Order 1: Environmental Consulting Services for Three Proposed Biomass Utilization Fund Projects

Task 1: Project Management and Coordination		Price	Hours
1.1 Project Initiation, Bi-Weekly Coordination Meetings, Coordination and Management		\$ 47,870	238
Subtotal, Task 1		\$ 47,870	238

Studies to Support All Projects		Price	Hours
2 Alternatives Considered but Dismissed		\$ 1,880	8
3 Greenhouse Gas Study		\$ 41,990	224
4 Cumulative Projects Assessment		\$ 3,320	18
5 Determine Lead Agencies and Level of NEPA/CEQA Analysis		\$ 9,720	40
Subtotal, Task 2		\$ 56,910	290

LABOR SUBTOTAL		\$ 104,780	528
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REIMBURSABLE EXPENSES		\$ 28,188
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Printing \$ 50

Postage \$ 50

Subconsultants

McCarr Consulting \$ 22,420.00

TSS Consultants \$ 4,547.40

Administrative Cost (5%) \$ 1,171.00

TOTAL PRICE		\$ 132,968
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Coalworth Principal	Lewandowski Contract/Project Manager	Harnet Project Manager	Endow Project Manager	Kelso Environmental Planner	Mitchell Environmental Planner	Lundby Environmental Planner	Henderson Senior Biologist	Staff Biologists/botanist	Kerr Sr. AQ/Noise/Climate Change	Staff AQ/Noise/Climate	Miller Transportation Planner	GIS	Graphics	Word Processing	Contracts/Finance
\$340	\$200	\$215	\$190	\$155	\$155	\$155	\$190	\$150	\$225	\$150	\$165	\$130	\$135	\$115	\$115
26	70	36	36	60	60	0	0	0	0	0	0	0	0	0	10
26	70	36	36	0	60	0	0	0	0	0	0	0	0	0	10
2	6														
6	12								96	88		12	2	8	
2	8											8			
12	12	8	8												
22	38	8	8	0	0	0	0	0	96	88	0	20	2	8	0
48	108	44	44	0	60	0	0	0	96	88	0	20	2	8	10
\$ 16,320	\$ 21,600	\$ 9,460	\$ 8,360	\$ -	\$ 9,300	\$ -	\$ -	\$ -	\$ 21,600	\$ 13,200	\$ -	\$ 2,600	\$ 270	\$ 920	\$ 1,150

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.

PRICE PROPOSAL - TSS Consultants

11-Dec-20

hourly rate:

Tornatore  
Sr. Scientist and  
CEQA/NEPA  
Specialist  
\$174.90

Task 1:	Project Management and Coordination	Price	Hours	
1.1	Project Initiation, Bi-weekly coordination meetings, and strategic guidance and technical support	\$ 4,547	26	26
		\$4,547.40	26	26
	LABOR SUBTOTAL	\$4,547.40	26	26
				\$ 4,547.40
	REIMBURSABLE EXPENSES	\$	-	
	TOTAL PRICE FOR WALLOWA, BTC, AND TBI	\$	4,547.40	

PRICE PROPOSAL - KCarr

11-Dec-20

hourly rate:

Carr  
Principal  
\$190

Task 1:	Project Management and Coordination	Price	Hours	
1.1	Project Initiation, Bi-weekly coordination meetings, coordination and management	\$ 4,180	22	22
Subtotal, Task 2		\$4,180.00	22	22
Task 2:	Studies Common to All Projects	Price	Hours	
2.1	Cumulative Impacts Wallowa, BTC, AND TBI	\$ 11,400	60	60
2.3	Summarize alternatives considered but dismissed	\$ 6,840	36	36
Subtotal, Task 2		\$18,240.00	96	96
LABOR SUBTOTAL				118
				\$ 22,420
REIMBURSABLE EXPENSES				
Mileage / Parking / Travel				
TOTAL PRICE FOR WALLOWA, BTC, AND TBI		\$22,420.00		

# Attachment A



## Rural Community Assistance Corporation Task Order Form

<b>Task Order:</b> Biomass Utilization Fund (BUF), No. 2	<b>Performance Period:</b> February 1, 2021 to January 31, 2022
<b>Issued to:</b> Ascent Environmental, Inc. 455 capital Mall Suite 300 Sacramento CA 95814	<b>Contact/Telephone no.:</b> Sydney Coatsworth, Principal 916/444-7301 Sydney.coatsworth@ascentenvironmental.com
<b>Issued by:</b> Rural Community Assistance Corporation 3120 Freeboard Drive, Suite 201 West Sacramento, CA 95691	<b>Contact/telephone no.:</b> Cyndi Spencer 916/447-9832 x 1030 916/708-1896 cell Cspencer@rcac.org
<b>Scope of Work</b> <b>Task Order 2</b>  <b>NEPA, CEQA, AND PERMITTING FOR WALLOWA RESOURCES COMMUNITY SOLUTIONS</b>  Consultant to conduct analysis and prepare documentation for all necessary NEPA and CEQA Environmental Review Records (ERRs) required for identified project under the Biomass Utilization Fund program to proceed. The Consultant will be responsible for conducting environmental review analysis and assembling draft and final ERRs, as well as advising on all procedural requirements for public noticing, public review, responding to comments, and any other activities necessary to produce an adopted or certified NEPA and CEQA ERR that allows HCD to obtain release of Project funding from HUD, complete CEQA filing process at State Clearinghouse and allows proposed Developments to obtain all required permits.  As further described in BUF Task Order 2 SOW _Wallowa (attached):  Task 1- Site specific surveys and reports for Wallowa Resources Community Solutions Project <ul style="list-style-type: none"><li>• Cultural Resources Assessment</li><li>• Biological Resources Assessment</li></ul> Task 2- Prepare EA/FONSI and IS/MND for Wallowa Resources Community Solutions Project  Task 3- Prepare response to comments, mitigation monitoring and reporting program, and notice of determination for Wallowa Resources Community Solutions Project.  Task 4- Prepare and implement permitting plan for Wallowa Resources Community Solutions Project.	

**Milestones/Deliverables/Reporting:**

## Task 1-

- Cultural Resources Assessment Report (draft and final versions)
- Biological Resources Report (draft and final versions)

## Task 2-

- Administrative Draft EA and IS
- Print check draft EA/FONSI-RROF and IS/MND
- Public EA/FONSI-RROF and IS/MND
- Notice of Completion
- Notice of Intent (draft and final copies of two versions)
- References cited

## Task 3-

- Response to comments memo (draft and final versions)
- Mitigation Monitoring and Reporting Program
- Notice of Determination

## Task 4-

- Permitting Plan
- Draft Conditional Use and air quality permit applications

**Schedule**

The Consultant and RCAC will refine the schedule for this Task Order during the project initiation meeting. Consultant will maintain a current schedule throughout the duration of the project. The proposed schedule is shown below.

WORK PRODUCT/MILESTONE	DURATION	ESTIMATED COMPLETION DATE
Ascent receives notice to proceed	1 day	February 2021
Task Order 1, BUF Program Support and Studies	3 months	May 2021
Cultural and biological records search	2 weeks	March 2021
Biological Resources Report	2 months	June 2021
Cultural Resources Assessment Report	2 months	June 2021
SHPO Consultation	30 days	July 2021
Administrative Draft EA/FONSI-RROF and IS/MND	4 months	September 2021
Print check draft EA/FONSI-RROF and IS/MND	1 month	October 2021
Public EA/FONSI-RROF and IS/MND	1 month	November 2021

Permitting Plan	1 month	November 2021
Notice of Completion and Notice of Intent	1 day	November 2021
Public comment on draft EA/FONSI-RROF and IS/MND	30 days	December 2021
Response to comments memo	1 month	January 2022
Mitigation Monitoring and Reporting Program	2 weeks	January 2022
Draft Permit Applications	1 month	January 2022
Notice of Determination	1 day	January 2022
HCD submits RROF to HUD	1 day	January 2022

**Penalties:**

Ascent will not be reimbursed for any work while there is an unresolved dispute or violation of the scope of work, including timeline.

**Compensation:**



RCAC will pay consultant an amount not to exceed \$128,186 for the successful completion of all tasks in Task Order #2. The amount "not to exceed" is calculated based on hourly rates as listed in the BUF TO#2 Cost Spreadsheet (attached) for 625 work hours and up to \$20,096 for reimbursable expenses, including subcontractors as also listed in the attached BUF TO#2 Cost Spreadsheet. Travel expenditures must be supported by receipts, except "meals and incidentals" which will be paid based on Federal Government travel per diem. All travel must comply with Federal Government and RCAC travel policies.

Consultant to invoice monthly and provide report of activities on each payment request that will describe all work and allowable costs for which the invoice pertains.

All requests for payments must reference BUF/AEI/1-A360, No. 2. Email requests for payments to Cyndi Spencer at [cspencer@rcac.org](mailto:cspencer@rcac.org).

- *All performance measures as described in scope of work must be met in order to receive payment as agreed. If it is deemed the performance has not met standard described, payments will be withheld until performance is cured.*

All terms and conditions included in Ascent/RCAC Service Agreement Biomass Utilization Fund (BUF) are applicable to this Task Order.

<b>Signature for RCAC:</b> 	<b>Type name and title:</b> David Ebenezer Chief Financial Officer	<b>Date:</b> 03/02/2021
<b>Signature for Ascent Environmental, Inc</b>  <small>Sydney Coatsworth (Mar 3, 2021 06:52 PST)</small>	<b>Type name and title:</b>  Sydney Coatsworth, Principal	<b>Date:</b>  March 2, 2021

## TASK ORDER 2 – NEPA, CEQA, AND PERMITTING FOR WALLOWA RESOURCES COMMUNITY SOLUTIONS

### TASK 1: SITE-SPECIFIC SURVEYS AND REPORTS FOR WALLOWA RESOURCES COMMUNITY SOLUTIONS PROJECT

**Cultural Resources Assessment:** The Consultant will perform a cultural resources assessment for the selected project site(s). Because the project would be funded by federal funds from HUD, the project is considered a Federal Undertaking and will need to comply with Section 106 of the National Historic Preservation Act of 1966 (NHPA). To comply with these regulations and inform the CEQA review of cultural resources, a cultural resources record search and field survey will be conducted on up to approximately 161 acres of land, and an archaeological inventory and evaluation report will be prepared for the Area of Potential Effect (APE). Field work will be carried out during spring/summer 2021, and a draft Cultural Resources Assessment report will be submitted for review and comment. A final report will be prepared that will address guidance provided by RCAC, HCD, SNC, and the CEQA lead agency. The project archeologist will also be available to support coordination with the State Historic Preservation Office (SHPO) regarding the findings of the assessments.

The Consultant will conduct Native American outreach as needed to comply with Section 106 for all contracted work. A Sacred Lands File search will be requested from the Native American Heritage Commission. Natural Investigations will assist HCD and the CEQA lead agency staff with ongoing consultations with interested tribes in accordance with Section 106. If requested, Natural Investigations will also help the CEQA lead agency with responses to AB 52 consultation requests from geographically affiliated tribes regarding the potential of the project to adversely affect tribal cultural resources. Tribal outreach is assumed to be an ongoing process throughout the project.

**Biological Resources Assessment:** The Consultant will review existing data, conduct field surveys, and prepare maps to document sensitive and common biological resources in the project area. Consultant biologists will first review existing data to preliminarily identify special-status species and other sensitive resources known or with potential to occur in the project area. Following the data review, Consultant biologists will conduct reconnaissance field surveys of the project area to verify information collected during the data review and supplement that information with current project-specific survey results. The reconnaissance surveys will include: (1) a habitat assessment for terrestrial and aquatic wildlife and special-status plants; (2) vegetation/habitat mapping; (3) documentation of invasive plant occurrences; and (4) preliminary mapping of any potential wetlands and aquatic resources. During the reconnaissance field surveys, information about land cover type, hydrology, vegetation composition and structure, and habitat suitability for special-status species will be recorded. Vegetation types will be mapped and classified according to Classification and Assessment with Landsat of Visible Ecological Groupings (CALVEG) and will be verified and refined in the field. Ascent will document the results of the biological resources assessment in a Biological Resources Report. The report will describe assessment methods and existing conditions for biological resources; it will be used to support preparation of the CEQA and NEPA biological resources analysis. Consultant biologists will also be available to support coordination with U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW), if needed.

#### Task 1 Deliverables

- ✓ Cultural Resources Assessment Report (draft and final versions)
- ✓ Biological Resources Report (draft and final versions)

## **TASK 2: PREPARE EA/FONSI AND IS/MND FOR WALLOWA RESOURCES COMMUNITY SOLUTIONS PROJECT**

The Consultant will prepare the draft project description/proposed action, including the local and regional setting. A clear and concise purpose and need, and list of project objectives will form the context for the project description. The core agency and consultant team will determine which, if any, additional alternatives should be evaluated consistent with 24 CFR Section 58.40. Ascent will prepare a description of the no action alternative and any agreed upon alternative(s). A draft version of the project description will be submitted to RCAC, HCD, SNC, and the CEQA lead agency for review. To ensure that the environmental review is as efficient as possible, the features and characteristics of the project description and alternatives will be agreed upon before preparation of the EA and IS/MND commences.

Ascent will prepare an administrative draft of a EA and IS for the project. The document format and content will be in full compliance with CEQA, the State CEQA Guidelines, NEPA, CEQ regulations and guidance, and applicable agency-specific guidance (e.g., HUD Part 58 Assessment Form/Statutory Checklist, 24 CFR Sections 58.5 and 58.6). It is assumed that the EA and IS be prepared as a combined joint document, or the IS checklist would cross-reference rather than repeat information and analysis contained in the EA.

The administrative draft EA and IS will address all topics identified in the CEQA Environmental Checklist (Appendix G) and 24 CFR Sections 58.5 and 58.6 with explanations and analysis for each response, including “no impact” responses. The level of analysis and degree of impact will vary depending upon the environmental topic but will be sufficient to provide the substantial evidence to support the responses, consistent with CEQA and NEPA requirements and legal direction from established case law. For each environmental issue, Ascent will describe existing conditions and assess potential environmental impacts. For the purposes of CEQA, the Consultant will determine the significance of environmental effects and recommend feasible mitigation measures where necessary to reduce impacts to less-than-significant levels. For the purposes of NEPA, the Consultant will describe the context and intensity of the direct, indirect, and cumulative effects of the proposed action.

Specific issues to be addressed are as follows, though it is likely that many issues will be scoped out; in other words, the EA and IS would provide a brief statement as to why no impact would occur to those resources or in that technical area:

- ▶ Aesthetics
- ▶ Agricultural and Forestry
- ▶ Air Quality
- ▶ Biological Resources
- ▶ Cultural and Historic Resources
- ▶ Geology, Soils, and Seismicity
- ▶ Greenhouse Gas Emissions
- ▶ Hazards and Hazardous Materials
- ▶ Hydrology and Water Quality
- ▶ Land Use and Planning
- ▶ Mineral Resources
- ▶ Noise
- ▶ Population and Housing
- ▶ Public Services
- ▶ Recreation
- ▶ Transportation
- ▶ Tribal Cultural Resources
- ▶ Utilities and Service Systems
- ▶ Environmental Justice
- ▶ Wildfire
- ▶ Socioeconomics
- ▶ Cumulative Impacts
- ▶ Mandatory Findings of Significance

After review of the administrative draft EA and IS by RCAC, HCD, SNC, and the CEQA lead agency, the Consultant will incorporate comments and will prepare a “print check” version for review. It is assumed that all environmental effects will be less than significant after implementation of recommended mitigation measures. As such, it is anticipated that an EA/FONSI and IS/MND would be prepared. The Consultant will prepare a combined FONSI and Request for Release of Funds (RROF).

Once final comments and revisions are received, the Consultant will prepare the public review version of the joint EA/FONSI and IS/MND. The Consultant will also prepare the CEQA-required Notice of Completion (NOC) and Notice of Intent (NOI), and the HUD-required RROF. Two versions of the NOI will be prepared, an expanded version that can be provided to interested parties, agencies, and stakeholder contact lists maintained by HCD, RCAC, SNC and/or the CEQA lead agency, as well as a more abbreviated version suitable for posting in a local newspaper.

Upon approval from the core agency team, The Consultant will submit the NOC, NOI, and joint EA/FONSI and IS/MND to the State Clearinghouse to begin a 30-day public review period (Note CEQA requires a 30-day public review period and HUD requires a minimum 15-day review period for a FONSI-RROF; it is assumed for purposes of this scope that public review will be concurrent for CEQA and NEPA purposes.). The Consultant will also post the NOI in a local newspaper to inform the public of the opportunity to review and comment on the EA/FONSI and IS/MND.

The Consultant will also provide RCAC, HCD, SNC, and the CEQA lead agency with copies of all references cited or relied upon in the EA and IS, which will become part of the Environmental Review Record (ERR) and administrative record.

#### **Task 2 Deliverables**

- ✓ Administrative Draft EA and IS
- ✓ Print check draft EA/FONSI-RROF and IS/MND
- ✓ Public EA/FONSI-RROF and IS/MND
- ✓ Notice of Completion
- ✓ Notice of Intent (draft and final copies of two versions)
- ✓ References cited

### **TASK 3: PREPARE RESPONSE TO COMMENTS, MITIGATION MONITORING AND REPORTING PROGRAM, AND NOTICE OF DETERMINATION FOR WALLOWA RESOURCES COMMUNITY SOLUTIONS PROJECT**

At the close of the public review period, The Consultant will review all comments received on the EA/FONSI-RROF and IS/MND and will prepare a memo responding to the comments received, if desired. This step is not required by CEQA or NEPA, but recommended by the Consultant to document the lead agencies’ consideration of public and agency comments received, which is required by CEQA and the HUD part 58 NEPA process. This memo will be submitted to RCAC, HCD, SNC, and the CEQA lead agency for review. If necessary, the Consultant will incorporate suggested comments and submit a final memo.

The Consultant will also prepare the Mitigation Monitoring and Reporting Program (MMRP) for the project and will submit it for review. Once the CEQA lead agency takes action on the project, the Consultant will prepare the Notice of Determination (NOD) and file it with the State Clearinghouse on behalf of the lead agency.

#### **Task 3 Deliverables**

- ✓ Response to comments memo (draft and final versions)
- ✓ Mitigation Monitoring and Reporting Program
- ✓ Notice of Determination

## **TASK 4: PREPARE AND IMPLEMENT PERMITTING PLAN FOR WALLOWA RESOURCES COMMUNITY SOLUTIONS PROJECT**

Concurrent with preparation of the project description, the Consultant will prepare a permitting plan for the project. The permitting plan will identify all permits necessary for project approval and identify critical data gaps, if any, necessary to prepare complete permit applications. If any critical data gaps or required applicant plans are identified, the permitting plan will provide recommendations on the most appropriate approach to fill the data gaps. For purposes of this scope of work, it is assumed that necessary information for permit applications will be developed during the environmental review process and/or provided by the project applicants/RCAC. The Consultant will then prepare draft permit applications for submittal by the project applicants. Based on the proposed project and the proposed preferred site, it is expected that the project will require the following discretionary permits:

- ▶ Tuolumne County Use Permit (Per Tuolumne County Zoning Ordinance Section 17.09.030, Subsections J and X) – Based on Tuolumne County CUP Required Submittal and Information
- ▶ Tuolumne County Air Pollution Control District – Authority to Construct/Permit to Operate (District Rule 401)

### **Task 4 Deliverables**

- ✓ Permitting Plan
- ✓ Draft Conditional Use and air quality permit applications

## **SCHEDULE**

The Consultant and RCAC will refine the schedule for this Task Order during the project initiation meeting. Consultant will maintain a current schedule throughout the duration of the project. The proposed schedule is shown below.

WORK PRODUCT/MILESTONE	DURATION	ESTIMATED COMPLETION DATE
Ascent receives notice to proceed	1 day	February 2021
Task Order 1, BUF Program Support and Studies	3 months	May 2021
Cultural and biological records search	2 weeks	March 2021
Biological Resources Report	2 months	June 2021
Cultural Resources Assessment Report	2 months	June 2021
SHPO Consultation	30 days	July 2021
Administrative Draft EA/FONSI-RROF and IS/MND	4 months	September 2021
Print check draft EA/FONSI-RROF and IS/MND	1 month	October 2021
Public EA/FONSI-RROF and IS/MND	1 month	November 2021
Permitting Plan	1 month	November 2021
Notice of Completion and Notice of Intent	1 day	November 2021
Public comment on draft EA/FONSI-RROF and IS/MND	30 days	December 2021
Response to comments memo	1 month	January 2022
Mitigation Monitoring and Reporting Program	2 weeks	January 2022
Draft Permit Applications	1 month	January 2022
Notice of Determination	1 day	January 2022

WORK PRODUCT/MILESTONE	DURATION	ESTIMATED COMPLETION DATE
HCD submits RROF to HUD	1 day	January 2022

PRICE PROPOSAL  
Environmental Consulting Services for Wallowa

11-Dec-20 hourly rate:

NEPA, CEQA, and Permitting for Wallowa		Price	Hours
1	Site-Specific Surveys and Reports	\$ 15,250	99
2	Prepare EA/FONSI and IS/MND	\$ 73,610	420
3	Prepare Response to Comments, MMRP, and NOD	\$ 15,460	84
4	Prepare and Implement Permitting Plan	\$ 3,770	22
Subtotal, Task 3		\$ 108,090	625

LABOR SUBTOTAL	\$ 108,090	625
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REIMBURSABLE EXPENSES	\$ 20,096
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Printing	\$ 50
Mileage / Parking / Travel	\$ 333
Subconsultants	
TSS Consulting	\$ 9,794.40
Natural Investigation Company	\$ 8,980.00
Administrative Cost (5%)	\$ 938.72

TOTAL PRICE	\$ 128,186
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Coatsworth Principal \$340	Hansel Project Manager \$215	Kelso Environmental Planner \$155	Henderson Senior Biologist \$190	Staff Biologist/ botanist \$150	Kerr Sr. AQ/Noise/ Climate Change \$225	Staff AQ/Noise/ Climate \$150	Miller Transportation Planner \$165	GIS \$130	Graphics \$135	Word Processing \$115	Contracts/ Finance \$115
	6		5	80				6		2	
24	80	130	4	44	16	56	14	22	6	24	
8	24	40								12	
	6	16									
32	116	186	9	124	16	56	14	28	6	38	0
32	116	186	9	124	16	56	14	28	6	38	0
\$ 10,880	\$ 24,940	\$ 28,830	\$ 1,710	\$ 18,600	\$ 3,600	\$ 8,400	\$ 2,310	\$ 3,640	\$ 810	\$ 4,370	\$ -

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.

## PRICE PROPOSAL - TSS Consultants

11-Dec-20

hourly rate:

Tornatore  
Sr. Scientist and  
CEQA/NEPA  
Specialist  
\$174.90

[illegible]

PRICE PROPOSAL

Environmental Consulting Services for Three Proposed Biomass Utilization Fund Projects

11-Dec-20

hourly rate:

Task 1:	CHRIS/NAHC	Price	Hours
1.1	CHRIS/NAHC (Wallowa)	\$ 1,160	11
Subtotal, Task 1		\$1,160.00	11

Task 2:	Surveys	Price	Hours
2.1	Survey (Wallowa)	\$ 3,185	37
2.2	Survey (BTC)	\$ 550	6
2.3	Survey (TBI)	\$ 465	5
Subtotal, Task 2		\$4,200.00	48

Task 3:	Report	Price	Hours
3.1	Report (Wallowa)	\$ 2,655	25
Subtotal, Task 3		\$2,655.00	25

Task 4:	AB 52	Price	Hours
4.1	AB 52 (Wallowa)	\$ 455	4
Subtotal, Task 4		\$455.00	4

LABOR SUBTOTAL		\$8,470.00	88
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REIMBURSABLE EXPENSES		\$510.00
CHRIS Fees (Wallowa)		\$450.00
Mileage (Wallowa)		\$60.00

TOTAL PRICE FOR WALLOWA, BTC, AND TBI		\$8,980.00
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Arrington	Spillane	Dylan	Haines	
Project Manager	Principal Investigator/ NAHC 106 Letters	Archeologist	Archeologist/ GIS	Accounting
\$125	\$110	\$85	\$85	\$65
3	5		2	1
3	5	0	2	1

1		20	16	
1			5	
1			4	
3	0	20	25	0

2	18		5	
2	18	0	5	0

1	3			
1	3	0	0	0

9	26	20	32	1
\$ 1,125	\$ 2,860	\$ 1,700	\$ 2,720	\$ 65

# Attachment A



## Rural Community Assistance Corporation Task Order Form

<b>Task Order:</b> Biomass Utilization Fund (BUF), No. 3	<b>Performance Period:</b> February 1, 2021 to January 31, 2022
<b>Issued to:</b> Ascent Environmental, Inc. 455 capital Mall Suite 300 Sacramento CA 95814	<b>Contact/Telephone no.:</b> Sydney Coatsworth, Principal 916/444-7301 Sydney.coatsworth@ascentenvironmental.com
<b>Issued by:</b> Rural Community Assistance Corporation 3120 Freeboard Drive, Suite 201 West Sacramento, CA 95691	<b>Contact/telephone no.:</b> Cyndi Spencer 916/447-9832 x 1030 916/708-1896 cell Cspencer@rcac.org
<b>Scope of Work</b> <b>Task Order 3</b>  <b>NEPA, CEQA, AND PERMITTING FOR TUOLUMNE BIOENERGY INCORPORATED (TBI)</b>  Consultant to conduct analysis and prepare documentation for all necessary NEPA and CEQA Environmental Review Records (ERRs) required for identified project under the Biomass Utilization Fund program to proceed. The Consultant will be responsible for conducting environmental review analysis and assembling draft and final ERRs, as well as advising on all procedural requirements for public noticing, public review, responding to comments, and any other activities necessary to produce an adopted or certified NEPA and CEQA ERR that allows HCD to obtain release of Project funding from HUD, complete CEQA filing process at State Clearinghouse and allows proposed Developments to obtain all required permits.  As further described in BUF Task Order 3 SOW _TBI (attached):  Task 1- Site specific surveys and reports for TBI project <ul style="list-style-type: none"><li>• Cultural Resources Assessment</li><li>• Biological Resources Assessment</li></ul> Task 2-Optional Task <i>with written authorization from RCAC</i> <ul style="list-style-type: none"><li>• Prepare EA/FONSI and IS/MND for TBI project.</li></ul> Task 3-Optional Task <i>with written authorization from RCAC</i> <ul style="list-style-type: none"><li>• Prepare response to comments, mitigation monitoring and reporting program, and notice of determination for TBI project.</li></ul>	

Task 4- Optional Task with written authorization from RCAC

- Prepare notice of exemption and EA/FONSI for TBI project.

Task 5- Prepare and Implement permitting plan for TBI project

**Milestones/Deliverables/Reporting:**

Task 1-

- Cultural Resources Assessment Report (draft and final versions)
- Biological Resources Report (draft and final versions)

Task 2-Optional

- Administrative Draft EA and IS
- Print check draft EA/FONSI-RROF and IS/MND
- Public EA/FONSI-RROF and IS/MND
- Notice of Completion
- Notice of Intent (draft and final copies of two versions)
- References cited

Task 3- Optional

- Response to comments memo (draft and final versions)
- Mitigation Monitoring and Reporting Program
- Notice of Determination

Task 4- Optional

- Administrative Draft EA
- Print check draft EA/FONSI-RROF
- Public EA/FONSI-RROF
- Notice of Exemption
- References cited

Task 5-

- Permitting Plan
- Draft Conditional Use and air quality permit applications

**Penalties:**

Ascent will not be reimbursed for any work while there is an unresolved dispute or violation of the scope of work, including timeline.

**Compensation:**

RCAC will pay consultant an amount not to exceed \$101,018 without Optional Task 2,3,4 and not to exceed \$119,378, including all tasks, for the successful completion of all tasks in Task Order #3. The amount "not to exceed" is calculated based on hourly rates as listed in the BUF TO#3 Cost Spreadsheet (attached).

- Tasks 1 and 5 calculations based upon for 88 work hours.
- Tasks 2,3,4 calculations based upon 898 work hours.
- All tasks not to exceed \$20,096 for reimbursable expenses, including subcontractors as also listed in the attached BUF TO#2 Cost Spreadsheet.

Travel expenditures must be supported by receipts, except "meals and incidentals" which will be paid based on Federal Government travel per diem. All travel must comply with Federal Government and RCAC travel policies.

Consultant to invoice monthly and provide report of activities on each payment request that will describe all work and allowable costs for which the invoice pertains.

All requests for payments must reference BUF/AEI/1-A360, No. 3. Email requests for payments to Cyndi Spencer at [cspencer@rcac.org](mailto:cspencer@rcac.org).

- *All performance measures as described in scope of work must be met in order to receive payment as agreed. If it is deemed the performance has not met standard described, payments will be withheld until performance is cured.*

All terms and conditions included in Ascent/RCAC Service Agreement Biomass Utilization Fund (BUF) are applicable to this Task Order.

**Signature for RCAC:****Type name and title:**

David Ebenezer  
Chief Financial Officer

**Date:**

03/02/2021

**Signature for Ascent Environmental, Inc**

  
Sydney Coatsworth (Mar 3, 2021 06:52 PST)

**Type name and title:**

Sydney Coatsworth, Principal

**Date:**

March 2, 2021

## Schedule

The Consultant and RCAC will refine the schedule for this Task Order during the project initiation meeting. Consultant will maintain a current schedule throughout the duration of the project. The proposed schedule is shown below. This schedule assumes that an IS/MND would be prepared consistent with optional tasks 2 and 3. If a notice of exemption is prepared instead, the CEQA compliance portion of the schedule is anticipated to be complete in October 2021.

WORK PRODUCT/MILESTONE	DURATION	ESTIMATED COMPLETION DATE
Ascent receives notice to proceed	1 day	February 2021
Task Order 1, BUF Program Support and Studies	3 months	May 2021
Cultural and biological records search	2 weeks	March 2021
Biological Resources Report	2 months	June 2021
Cultural Resources Assessment Report	2 months	June 2021
SHPO Consultation	30 days	July 2021
Administrative Draft EA/FONSI-RROF and IS/MND	4 months	September 2021
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Public EA/FONSI-RROF and IS/MND	1 month	November 2021
Permitting Plan	1 month	November 2021
Notice of Completion and Notice of Intent	1 day	November 2021
Public comment on draft EA/FONSI-RROF and IS/MND	30 days	December 2021
Response to comments memo	1 month	January 2022
Mitigation Monitoring and Reporting Program	2 weeks	January 2022
Draft Permit Applications	1 month	January 2022
Notice of Determination	1 day	January 2022
HCD submits RROF to HUD	1 day	January 2022

## TASK ORDER 3 – NEPA, CEQA, AND PERMITTING FOR TUOLUMNE BIOENERGY INCORPORATED (TBI)

Note that this scope of work includes optional tasks. If RCAC determines that a CEQA exemption is appropriate, optional tasks 4 would be necessary and optional tasks 2 and 3 would not. If RCAC determines that a CEQA IS/MND is appropriate, optional tasks 2 and 3 would be necessary and optional task 4 would not.

### TASK 1: SITE-SPECIFIC SURVEYS AND REPORTS FOR TBI

**Cultural Resources Assessment:** The Consultant will perform a cultural resources assessment for the selected project site(s). Because the project would be funded by federal funds from HUD, the project is considered a Federal Undertaking and will need to comply with Section 106 of the National Historic Preservation Act of 1966 (NHPA). To comply with these regulations and inform the CEQA review of cultural resources, a cultural resources record search and field survey will be conducted on up to approximately 3.3 acres of land, and an archaeological inventory and evaluation report will be prepared for the Area of Potential Effect (APE). Field work will be carried out during spring/summer 2021, and a draft Cultural Resources Assessment report will be submitted for review and comment. A final report will be prepared that will address guidance provided by RCAC, HCD, SNC, and the CEQA lead agency. The project archeologist will also be available to support coordination with the State Historic Preservation Office (SHPO) regarding the findings of the assessments.

The Consultant will conduct Native American outreach as needed to comply with Section 106 for all contracted work. A Sacred Lands File search will be requested from the Native American Heritage Commission. Natural Investigations will assist HCD and the CEQA lead agency staff with ongoing consultations with interested tribes in accordance with Section 106. If requested, Natural Investigations will also help the CEQA lead agency with responses to AB 52 consultation requests from geographically affiliated tribes regarding the potential of the project to adversely affect tribal cultural resources. Tribal outreach is assumed to be an ongoing process throughout the project.

**Biological Resources Assessment:** The Consultant will review existing data, conduct field surveys, and prepare maps to document sensitive and common biological resources in the approximately 3.3 acre project area. Consultant biologists will first review existing data to preliminarily identify special-status species and other sensitive resources known or with potential to occur in the project area. Following the data review, Consultant biologists will conduct reconnaissance field surveys of the project area to verify information collected during the data review and supplement that information with current project-specific survey results. The reconnaissance surveys will include: (1) a habitat assessment for terrestrial and aquatic wildlife and special-status plants; (2) vegetation/habitat mapping; (3) documentation of invasive plant occurrences; and (4) preliminary mapping of any potential wetlands and aquatic resources. During the reconnaissance field surveys, information about land cover type, hydrology, vegetation composition and structure, and habitat suitability for special-status species will be recorded. Vegetation types will be mapped and classified according to Classification and Assessment with Landsat of Visible Ecological Groupings (CALVEG) and will be verified and refined in the field. The Consultant will document the results of the biological resources assessment in a Biological Resources Report. The report will describe assessment methods and existing conditions for biological resources; it will be used to support preparation of the CEQA and NEPA biological resources analysis. Consultant biologists will also be available to support coordination with U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW), if needed.

#### Task 1 Deliverables

- ✓ Cultural Resources Assessment Report (draft and final versions)
- ✓ Biological Resources Report (draft and final versions)

## **OPTIONAL TASK 2:      PREPARE EA/FONSI AND IS/MND FOR TBI PREOJECT**

If authorized in writing by RCAC, the Consultant will prepare the draft project description/proposed action, including the local and regional setting. A clear and concise purpose and need, and list of project objectives will form the context for the project description. The core agency and consultant team will determine which, if any, additional alternatives should be evaluated consistent with 24 CFR Section 58.40. The Consultant will prepare a description of the no action alternative and any agreed upon alternative(s). A draft version of the project description will be submitted to RCAC, HCD, SNC, and the CEQA lead agency for review. To ensure that the environmental review is as efficient as possible, the features and characteristics of the project description and alternatives will be agreed upon before preparation of the EA and IS/MND commences.

The Consultant will prepare an administrative draft of an EA and IS for the project. The document format and content will be in full compliance with CEQA, the State CEQA Guidelines, NEPA, CEQ regulations and guidance, and applicable agency-specific guidance (e.g., HUD Part 58 Assessment Form/Statutory Checklist, 24 CFR Sections 58.5 and 58.6). It is assumed that the EA and IS be prepared as a combined joint document, or the IS checklist would cross-reference rather than repeat information and analysis contained in the EA.

The administrative draft EA and IS will address all topics identified in the CEQA Environmental Checklist (Appendix G) and 24 CFR Sections 58.5 and 58.6 with explanations and analysis for each response, including “no impact” responses. The level of analysis and degree of impact will vary depending upon the environmental topic but will be sufficient to provide the substantial evidence to support the responses, consistent with CEQA and NEPA requirements and legal direction from established case law. For each environmental issue, The Consultant will describe existing conditions and assess potential environmental impacts. For the purposes of CEQA, the Consultant will determine the significance of environmental effects and recommend feasible mitigation measures where necessary to reduce impacts to less-than-significant levels. For the purposes of NEPA, the Consultant will describe the context and intensity of the direct, indirect, and cumulative effects of the proposed action.

Specific issues to be addressed are as follows, though it is likely that many issues will be scoped out; in other words, the EA and IS would provide a brief statement as to why no impact would occur to those resources or in that technical area:

- ▶ Aesthetics
- ▶ Agricultural and Forestry
- ▶ Air Quality
- ▶ Biological Resources
- ▶ Cultural and Historic Resources
- ▶ Geology, Soils, and Seismicity
- ▶ Greenhouse Gas Emissions
- ▶ Hazards and Hazardous Materials
- ▶ Hydrology and Water Quality
- ▶ Land Use and Planning
- ▶ Mineral Resources
- ▶ Noise
- ▶ Population and Housing
- ▶ Public Services
- ▶ Recreation
- ▶ Transportation
- ▶ Tribal Cultural Resources
- ▶ Utilities and Service Systems
- ▶ Environmental Justice
- ▶ Wildfire
- ▶ Socioeconomics
- ▶ Cumulative Impacts
- ▶ Mandatory Findings of Significance

After review of the administrative draft EA and IS by RCAC, HCD, SNC, and the CEQA lead agency, the Consultant will incorporate comments and will prepare a “print check” version for review. It is assumed that all environmental effects will be less than significant after implementation of recommended mitigation measures. As such, it is anticipated that an EA/FONSI and IS/MND would be prepared. The Consultant will prepare a combined FONSI and Request for Release of Funds (RROF).

Once final comments and revisions are received, the Consultant will prepare the public review version of the joint EA/FONSI and IS/MND. The Consultant will also prepare the CEQA-required Notice of Completion (NOC) and Notice of Intent (NOI), and the HUD-required RROF. Two versions of the NOI will be prepared, an expanded version that can be provided to interested parties, agencies, and stakeholder contact lists maintained by HCD, RCAC, SNC and/or the CEQA lead agency, as well as a more abbreviated version suitable for posting in a local newspaper.

Upon approval from the core agency team, the Consultant will submit the NOC, NOI, and joint EA/FONSI and IS/MND to the State Clearinghouse to begin a 30-day public review period (Note CEQA requires a 30-day public review period and HUD requires a minimum 15-day review period for a FONSI-RROF; it is assumed for purposes of this scope that public review will be concurrent for CEQA and NEPA purposes.). The Consultant will also post the NOI in a local newspaper to inform the public of the opportunity to review and comment on the EA/FONSI and IS/MND.

The Consultant will also provide RCAC, HCD, SNC, and the CEQA lead agency with copies of all references cited or relied upon in the EA and IS, which will become part of the Environmental Review Record (ERR) and administrative record.

#### **Task 2 Deliverables**

- ✓ Administrative Draft EA and IS
- ✓ Print check draft EA/FONSI-RROF and IS/MND
- ✓ Public EA/FONSI-RROF and IS/MND
- ✓ Notice of Completion
- ✓ Notice of Intent (draft and final copies of two versions)
- ✓ References cited

### **OPTIONAL TASK 3: PREPARE RESPONSE TO COMMENTS, MITIGATION MONITORING AND REPORTING PROGRAM, AND NOTICE OF DETERMINATION FOR TBI PROJECT**

If authorized in writing by RCAC, the Consultant will review all comments received on the EA/FONSI-RROF and IS/MND and will prepare a memo responding to the comments received. This step is not required by CEQA or NEPA, but recommended by the Consultant to document the lead agencies’ consideration of public and agency comments received, which is required by CEQA and the HUD part 58 NEPA process. This memo will be submitted to RCAC, HCD, SNC, and the CEQA lead agency for review. If necessary, the Consultant will incorporate suggested comments and submit a final memo.

The Consultant will also prepare the Mitigation Monitoring and Reporting Program (MMRP) for the project and will submit it for review. Once the CEQA lead agency takes action on the project, the Consultant will prepare the Notice of Determination (NOD) and file it with the State Clearinghouse on behalf of the lead agency.

#### **Task 3 Deliverables**

- ✓ Response to comments memo (draft and final versions)
- ✓ Mitigation Monitoring and Reporting Program
- ✓ Notice of Determination

## **OPTIONAL TASK 4: PREPARE NOTICE OF EXEMPTION AND EA/FONSI FOR TBI PROJECT**

If authorized in writing by RCAC, the Consultant will prepare and EA/FONSI and CEQA notice of exemption (NOE) for the TBI project. The Consultant will prepare the draft project description/proposed action, including the local and regional setting. A clear and concise purpose and need, and list of project objectives will form the context for the project description. The core agency and consultant team will determine which, if any, additional alternatives should be evaluated consistent with 24 CFR Section 58.40. The Consultant will prepare a description of the no action alternative and any agreed upon alternative(s). A draft version of the project description will be submitted to RCAC, HCD, SNC, and the CEQA lead agency for review. To ensure that the environmental review is as efficient as possible, the features and characteristics of the project description and alternatives will be agreed upon before preparation of the EA and NOE commences.

The Consultant will prepare an administrative draft of an EA for the project. The document format and content will be in full compliance with NEPA, CEQ regulations and guidance, and applicable agency-specific guidance (e.g., HUD Part 58 Assessment Form/Statutory Checklist, 24 CFR Sections 58.5 and 58.6).

The administrative draft EA will address all topics identified in 24 CFR Sections 58.5 and 58.6. The level of analysis and degree of impact will vary depending upon the environmental topic but will be sufficient to provide the substantial evidence to support the responses, consistent with NEPA requirements and legal direction from established case law. For each environmental issue, the Consultant will describe existing conditions and assess potential environmental impacts. The Consultant will describe the context and intensity of the direct, indirect, and cumulative effects of the proposed action.

After preparation of the EA, the Consultant will prepare a NOE for the project. The NOE will document and summarize key findings of the EA to support a determination that none of the exceptions to categorical exemptions identified in State CEQA Guidelines Section 15300.2 apply to the project.

### **Task 4 Deliverables**

- ✓ Administrative Draft EA
- ✓ Print check draft EA/FONSI-RROF
- ✓ Public EA/FONSI-RROF
- ✓ Notice of Exemption
- ✓ References cited

## **TASK 5: PREPARE AND IMPLEMENT PERMITTING PLAN FOR TBI PROJECT**

Concurrent with preparation of the project description, the Consultant will prepare a permitting plan for the project. The permitting plan will identify all permits necessary for project approval and identify critical data gaps, if any, necessary to prepare complete permit applications. If any critical data gaps or required applicant plans are identified, the permitting plan will provide recommendations on the most appropriate approach to fill the data gaps. For purposes of this scope of work, it is assumed that necessary information for permit applications will be developed during the environmental review process and/or provided by the project applicants/RCAC. The Consultant will then prepare draft permit applications for submittal by the project applicants. Based on the proposed project and the proposed preferred site, it is expected that the project will require the following discretionary permits:

- ▶ Tuolumne County Use Permit (Per Tuolumne County Zoning Ordinance Section 17.09.030, Subsections J and X) – Based on Tuolumne County CUP Required Submittal and Information
- ▶ Tuolumne County Air Pollution Control District – Authority to Construct/Permit to Operate (District Rule 401)

#### Task 4 Deliverables

- ✓ Permitting Plan
- ✓ Draft Conditional Use and air quality permit applications

## SCHEDULE

The Consultant and RCAC will refine the schedule for this Task Order during the project initiation meeting. Consultant will maintain a current schedule throughout the duration of the project. The proposed schedule is shown below. This schedule assumes that an IS/MND would be prepared consistent with optional tasks 2 and 3. If a notice of exemption is prepared instead, the CEQA compliance portion of the schedule is anticipated to be complete in October 2021.

WORK PRODUCT/MILESTONE	DURATION	ESTIMATED COMPLETION DATE
Ascent receives notice to proceed	1 day	February 2021
Task Order 1, BUF Program Support and Studies	3 months	May 2021
Cultural and biological records search	2 weeks	March 2021
Biological Resources Report	2 months	June 2021
Cultural Resources Assessment Report	2 months	June 2021
SHPO Consultation	30 days	July 2021
Administrative Draft EA/FONSI-RROF and IS/MND	4 months	August 2021
Print check draft EA/FONSI-RROF and IS/MND	1 month	September 2021
Public EA/FONSI-RROF and IS/MND	1 month	October 2021
Permitting Plan	1 month	October 2021
Notice of Completion and Notice of Intent	1 day	October 2021
Public comment on draft EA/FONSI-RROF and IS/MND	30 days	November 2021
Response to comments memo	1 month	December 2021
Mitigation Monitoring and Reporting Program	2 weeks	December 2021
Draft Permit Applications	1 month	December 2021
Notice of Determination	1 day	December 2021
HCD submits RROF to HUD	1 day	December 2021

PRICE PROPOSAL  
Environmental Consulting Services for TBI project

1/11/2021

hourly rate:

Coatsworth Principal \$340	Enslow Project Manager \$190	Lunday Environmental Planner \$155	Henderson Senior Biologist \$190	Staff Biologist/ botanist \$150	Kerr Sr. AQ/Noise/ Climate Change \$225	Staff AQ/Noise/ Climate Climate \$150	Miller Transportation Planner \$165	GIS \$130	Graphics \$135	Word Processing \$115
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NEPA, CEQA, and Permitting for Tuolumne Bioenergy Incorporated		Price	Hours
1	Site-Specific Surveys and Reports	\$ 11,710	76
2	Optional - Prepare EA/FONSI and IS/MND	\$ 71,310	418
3	Optional - Prepare Response to Comments, MMRP, and NOD	\$ 14,860	84
4	Optional - Prepare NOE and EA/FONSI	\$ 67,810	396
5	Prepare and Implement Permitting Plan	\$ 2,070	12
Subtotal, Task 4			986

REIMBURSABLE EXPENSES		\$	19,428
Printing		\$	50
Mileage / Parking / Travel		\$	333
Subconsultants			
TSS Consulting		\$	12,068.10
Natural Investigation Company		\$	6,070.00
Administrative Cost (5%)		\$	906.91
EXEMPTION OPTION TOTAL PRICE		\$	101,018
IS/MND OPTION TOTAL PRICE		\$	119,378

	6		5	60				3		2
24	80	130	4	40	16	58	14	22	6	24
8	24	40								12
24	80	150	4	40	12	20	14	22	6	24
	6	6								
56	196	326	13	140	28	78	28	47	12	62

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.

PRICE PROPOSAL - TSS Consultants

11-Dec-20

hourly rate:

Tornatore  
Sr. Scientist and  
CEQA/NEPA  
Specialist  
\$174.90

NEPA, CEQA, and Permitting		Price	Hours	
4.4 Permitting Plan (TBI)		\$ 1,749	10	10
Subtotal, Task 3		\$1,749.00	10	10
CUP		Price	Hours	
4.4 CUP (TBI)		\$ 3,498	20	20
Subtotal		\$3,498.00	20	20
ATC		Price	Hours	
4.4 ATC (TBI)		\$ 6,821	39	39
Subtotal		\$6,821.10	39	39
	LABOR SUBTOTAL	\$12,068.10	69	69
				\$ 12,068.10
	REIMBURSABLE EXPENSES	\$	-	
	TOTAL PRICE FOR WALLOWA, BTC, AND TBI	\$	12,068.10	

PRICE PROPOSAL

Environmental Consulting Services for Three Proposed Biomass Utilization Fund Projects

11-Dec-20

hourly rate:

Task 1:	CHRIS/NAHC	Price	Hours
1.3	CHRIS/NAHC (TBI)	\$ 1,160	11
Subtotal, Task 1		\$1,160.00	11

Task 2:	Surveys	Price	Hours
2.3	Survey (TBI)	\$ 465	5
Subtotal, Task 2		\$465.00	5

Task 3:	Report	Price	Hours
3.3	Report (TBI)	\$ 2,570	24
Subtotal, Task 3		\$2,570.00	24

Task 4:	AB 52	Price	Hours
4.1	AB 52 (Wallowa)	\$ 455	4
4.2	AB 52 (BTC)	\$ 455	4
4.3	AB 52 (TBI)	\$ 455	4
Subtotal, Task 4		\$1,365.00	12

LABOR SUBTOTAL	\$5,560.00	52
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REIMBURSABLE EXPENSES	\$510.00
CHRIS Fees ( TBI)	\$450.00
Mileage (TBI)	\$60.00

TOTAL PRICE FOR WALLOWA, BTC, AND TBI	\$6,070.00
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Arrington	Spillane	Dylan	Haines	
Project Manager	Principal Investigator/ NAHC 106 Letters	Archeologist	Archeologist/ GIS	Accounting
\$125	\$110	\$85	\$85	\$65
3	5		2	1
3	5	0	2	1

1			4	
1	0	0	4	0

2	18		4	
2	18	0	4	0

1	3			
1	3			
1	3			
3	9	0	0	0

9	32	0	10	1
\$ 1,125	\$ 3,520	\$ -	\$ 850	\$ 65

# Attachment A



## Rural Community Assistance Corporation Task Order Form

<b>Task Order:</b> Biomass Utilization Fund (BUF), No. 4	<b>Performance Period:</b> February 1, 2021 to January 31, 2022
<b>Issued to:</b> Ascent Environmental, Inc. 455 capital Mall Suite 300 Sacramento CA 95814	<b>Contact/Telephone no.:</b> Sydney Coatsworth, Principal 916/444-7301 Sydney.coatsworth@ascentenvironmental.com
<b>Issued by:</b> Rural Community Assistance Corporation 3120 Freeboard Drive, Suite 201 West Sacramento, CA 95691	<b>Contact/telephone no.:</b> Cyndi Spencer 916/447-9832 x 1030 916/708-1896 cell Cspencer@rcac.org
<b>Scope of Work</b> <b>Task Order 4</b>  <b>NEPA, CEQA, AND PERMITTING FOR BIOCARBON TECHNOLOGIES PROEJCT (BCT)</b>  Consultant to conduct analysis and prepare documentation for all necessary NEPA and CEQA Environmental Review Records (ERRs) required for identified project under the Biomass Utilization Fund program to proceed. The Consultant will be responsible for conducting environmental review analysis and assembling draft and final ERRs, as well as advising on all procedural requirements for public noticing, public review, responding to comments, and any other activities necessary to produce an adopted or certified NEPA and CEQA ERR that allows HCD to obtain release of Project funding from HUD, complete CEQA filing process at State Clearinghouse and allows proposed Developments to obtain all required permits.  As further described in BUF Task Order 4 SOW _BCT (attached):  Task 1- Site specific surveys and reports for BCT project <ul style="list-style-type: none"><li>• Cultural Resources Assessment</li><li>• Biological Resources Assessment</li></ul> Task 2- Prepare EA/FONSI and IS/MND for BCT project  Task 3- Prepare response to comments, mitigation monitoring and reporting program, and notice of determination for BCT project.  Task 4- Prepare and implement permitting plan for BCT project.	

Permitting Plan	1 month	October 2021
Notice of Completion and Notice of Intent	1 day	October 2021
Public comment on draft EA/FONSI-RROF and IS/MND	30 days	November 2021
Response to comments memo	1 month	December 2021
Mitigation Monitoring and Reporting Program	2 weeks	December 2021
Draft Permit Applications	1 month	December 2021
Notice of Determination	1 day	December 2021
HCD submits RROF to HUD	1 day	December 2021

**Penalties:**

Ascent will not be reimbursed for any work while there is an unresolved dispute or violation of the scope of work, including timeline.

**Compensation:**

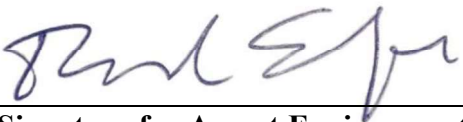

RCAC will pay consultant an amount not to exceed \$117,078 for the successful completion of all tasks in Task Order #4. The amount "not to exceed" is calculated based on hourly rates as listed in the BUF TO#4 Cost Spreadsheet (attached) for 601 work hours and up to \$14,338 for reimbursable expenses, including subcontractors as also listed in the attached BUF TO#4 Cost Spreadsheet. Travel expenditures must be supported by receipts, except "meals and incidentals" which will be paid based on Federal Government travel per diem. All travel must comply with Federal Government and RCAC travel policies.

Consultant to invoice monthly and provide report of activities on each payment request that will describe all work and allowable costs for which the invoice pertains.

All requests for payments must reference BUF/AEI/1-A360, No. 4. Email requests for payments to Cyndi Spencer at [cspencer@rcac.org](mailto:cspencer@rcac.org).

- *All performance measures as described in scope of work must be met in order to receive payment as agreed. If it is deemed the performance has not met standard described, payments will be withheld until performance is cured.*

All terms and conditions included in Ascent/RCAC Service Agreement Biomass Utilization Fund (BUF) are applicable to this Task Order.

<b>Signature for RCAC:</b> 	<b>Type name and title:</b> David Ebenezer Chief Financial Officer	<b>Date:</b> 03/02/2021
<b>Signature for Ascent Environmental, Inc</b>  <small>Sydney Coatsworth (Mar 3, 2021 06:52 PST)</small>	<b>Type name and title:</b> Sydney Coatsworth, Principal	<b>Date:</b> March 2, 2021

**Milestones/Deliverables/Reporting:**

## Task 1-

- Cultural Resources Assessment Report (draft and final versions)
- Biological Resources Report (draft and final versions)

## Task 2-

- Administrative Draft EA and IS
- Print check draft EA/FONSI-RROF and IS/MND
- Public EA/FONSI-RROF and IS/MND
- Notice of Completion
- Notice of Intent (draft and final copies of two versions)
- References cited

## Task 3-

- Response to comments memo (draft and final versions)
- Mitigation Monitoring and Reporting Program
- Notice of Determination

## Task 4-

- Permitting Plan
- Draft Conditional Use and air quality permit applications

**Schedule**

The Consultant and RCAC will refine the schedule for this Task Order during the project initiation meeting. Consultant will maintain a current schedule throughout the duration of the project. The proposed schedule is shown below.

WORK PRODUCT/MILESTONE	DURATION	ESTIMATED COMPLETION DATE
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Print check draft EA/FONSI-RROF and IS/MND	1 month	September 2021
Public EA/FONSI-RROF and IS/MND	1 month	October 2021

## TASK ORDER 2 – NEPA, CEQA, AND PERMITTING FOR BIOCARBON TECHNOLOGIES (BCT) PROJECT

### TASK 1: SITE-SPECIFIC SURVEYS AND REPORTS FOR BCT PROJECT

**Cultural Resources Assessment:** The Consultant will perform a cultural resources assessment for the selected project site(s). Because the project would be funded by federal funds from HUD, the project is considered a Federal Undertaking and will need to comply with Section 106 of the National Historic Preservation Act of 1966 (NHPA). To comply with these regulations and inform the CEQA review of cultural resources, a cultural resources record search and field survey will be conducted on up to approximately 13.5 acres of land, and an archaeological inventory and evaluation report will be prepared for the Area of Potential Effect (APE). Field work will be carried out during spring/summer 2021, and a draft Cultural Resources Assessment report will be submitted for review and comment. A final report will be prepared that will address guidance provided by RCAC, HCD, SNC, and the CEQA lead agency. The project archeologist will also be available to support coordination with the State Historic Preservation Office (SHPO) regarding the findings of the assessments.

The Consultant will conduct Native American outreach as needed to comply with Section 106 for all contracted work. A Sacred Lands File search will be requested from the Native American Heritage Commission. Natural Investigations will assist HCD and the CEQA lead agency staff with ongoing consultations with interested tribes in accordance with Section 106. If requested, Natural Investigations will also help the CEQA lead agency with responses to AB 52 consultation requests from geographically affiliated tribes regarding the potential of the project to adversely affect tribal cultural resources. Tribal outreach is assumed to be an ongoing process throughout the project.

**Biological Resources Assessment:** The Consultant will review existing data, conduct field surveys, and prepare maps to document sensitive and common biological resources in the project area. Consultant biologists will first review existing data to preliminarily identify special-status species and other sensitive resources known or with potential to occur in the project area. Following the data review, Consultant biologists will conduct reconnaissance field surveys of the project area to verify information collected during the data review and supplement that information with current project-specific survey results. The reconnaissance surveys will include: (1) a habitat assessment for terrestrial and aquatic wildlife and special-status plants; (2) vegetation/habitat mapping; (3) documentation of invasive plant occurrences; and (4) preliminary mapping of any potential wetlands and aquatic resources. During the reconnaissance field surveys, information about land cover type, hydrology, vegetation composition and structure, and habitat suitability for special-status species will be recorded. Vegetation types will be mapped and classified according to Classification and Assessment with Landsat of Visible Ecological Groupings (CALVEG) and will be verified and refined in the field. Ascent will document the results of the biological resources assessment in a Biological Resources Report. The report will describe assessment methods and existing conditions for biological resources; it will be used to support preparation of the CEQA and NEPA biological resources analysis. Consultant biologists will also be available to support coordination with U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW), if needed.

#### Task 1 Deliverables

- ✓ Cultural Resources Assessment Report (draft and final versions)
- ✓ Biological Resources Report (draft and final versions)

### TASK 2: PREPARE EA/FONSI AND IS/MND FOR BCT PROJECT

The Consultant will prepare the draft project description/proposed action, including the local and regional setting. A clear and concise purpose and need, and list of project objectives will form the context for the

project description. The core agency and consultant team will determine which, if any, additional alternatives should be evaluated consistent with 24 CFR Section 58.40. Ascent will prepare a description of the no action alternative and any agreed upon alternative(s). A draft version of the project description will be submitted to RCAC, HCD, SNC, and the CEQA lead agency for review. To ensure that the environmental review is as efficient as possible, the features and characteristics of the project description and alternatives will be agreed upon before preparation of the EA and IS/MND commences.

Ascent will prepare an administrative draft of an EA and IS for the project. The document format and content will be in full compliance with CEQA, the State CEQA Guidelines, NEPA, CEQ regulations and guidance, and applicable agency-specific guidance (e.g., HUD Part 58 Assessment Form/Statutory Checklist, 24 CFR Sections 58.5 and 58.6). It is assumed that the EA and IS be prepared as a combined joint document, or the IS checklist would cross-reference rather than repeat information and analysis contained in the EA.

The administrative draft EA and IS will address all topics identified in the CEQA Environmental Checklist (Appendix G) and 24 CFR Sections 58.5 and 58.6 with explanations and analysis for each response, including “no impact” responses. The level of analysis and degree of impact will vary depending upon the environmental topic but will be sufficient to provide the substantial evidence to support the responses, consistent with CEQA and NEPA requirements and legal direction from established case law. For each environmental issue, Ascent will describe existing conditions and assess potential environmental impacts. For the purposes of CEQA, the Consultant will determine the significance of environmental effects and recommend feasible mitigation measures where necessary to reduce impacts to less-than-significant levels. For the purposes of NEPA, the Consultant will describe the context and intensity of the direct, indirect, and cumulative effects of the proposed action.

Specific issues to be addressed are as follows, though it is likely that many issues will be scoped out; in other words, the EA and IS would provide a brief statement as to why no impact would occur to those resources or in that technical area:

- ▶ Aesthetics
- ▶ Agricultural and Forestry
- ▶ Air Quality
- ▶ Biological Resources
- ▶ Cultural and Historic Resources
- ▶ Geology, Soils, and Seismicity
- ▶ Greenhouse Gas Emissions
- ▶ Hazards and Hazardous Materials
- ▶ Hydrology and Water Quality
- ▶ Land Use and Planning
- ▶ Mineral Resources
- ▶ Noise
- ▶ Population and Housing
- ▶ Public Services
- ▶ Recreation
- ▶ Transportation
- ▶ Tribal Cultural Resources
- ▶ Utilities and Service Systems
- ▶ Environmental Justice
- ▶ Wildfire
- ▶ Socioeconomics
- ▶ Cumulative Impacts
- ▶ Mandatory Findings of Significance

After review of the administrative draft EA and IS by RCAC, HCD, SNC, and the CEQA lead agency, the Consultant will incorporate comments and will prepare a “print check” version for review. It is assumed that all environmental effects will be less than significant after implementation of recommended mitigation measures. As such, it is anticipated that an EA/FONSI and IS/MND would be prepared. The Consultant will prepare a combined FONSI and Request for Release of Funds (RROF).

Once final comments and revisions are received, the Consultant will prepare the public review version of the joint EA/FONSI and IS/MND. The Consultant will also prepare the CEQA-required Notice of Completion (NOC) and Notice of Intent (NOI), and the HUD-required RROF. Two versions of the NOI will be prepared, an expanded version that can be provided to interested parties, agencies, and stakeholder contact lists maintained by HCD, RCAC, SNC and/or the CEQA lead agency, as well as a more abbreviated version suitable for posting in a local newspaper.

Upon approval from the core agency team, The Consultant will submit the NOC, NOI, and joint EA/FONSI and IS/MND to the State Clearinghouse to begin a 30-day public review period (Note CEQA requires a 30-day public review period and HUD requires a minimum 15-day review period for a FONSI-RROF; it is assumed for purposes of this scope that public review will be concurrent for CEQA and NEPA purposes.). The Consultant will also post the NOI in a local newspaper to inform the public of the opportunity to review and comment on the EA/FONSI and IS/MND.

The Consultant will also provide RCAC, HCD, SNC, and the CEQA lead agency with copies of all references cited or relied upon in the EA and IS, which will become part of the Environmental Review Record (ERR) and administrative record.

#### **Task 2 Deliverables**

- ✓ Administrative Draft EA and IS
- ✓ Print check draft EA/FONSI-RROF and IS/MND
- ✓ Public EA/FONSI-RROF and IS/MND
- ✓ Notice of Completion
- ✓ Notice of Intent (draft and final copies of two versions)
- ✓ References cited

### **TASK 3: PREPARE RESPONSE TO COMMENTS, MITIGATION MONITORING AND REPORTING PROGRAM, AND NOTICE OF DETERMINATION FOR BCT PROJECT**

At the close of the public review period, The Consultant will review all comments received on the EA/FONSI-RROF and IS/MND and will prepare a memo responding to the comments received, if desired. This step is not required by CEQA or NEPA, but recommended by the Consultant to document the lead agencies’ consideration of public and agency comments received, which is required by CEQA and the HUD part 58 NEPA process. This memo will be submitted to RCAC, HCD, SNC, and the CEQA lead agency for review. If necessary, the Consultant will incorporate suggested comments and submit a final memo.

The Consultant will also prepare the Mitigation Monitoring and Reporting Program (MMRP) for the project and will submit it for review. Once the CEQA lead agency takes action on the project, the Consultant will prepare the Notice of Determination (NOD) and file it with the State Clearinghouse on behalf of the lead agency.

#### **Task 3 Deliverables**

- ✓ Response to comments memo (draft and final versions)
- ✓ Mitigation Monitoring and Reporting Program
- ✓ Notice of Determination

## TASK 4: PREPARE AND IMPLEMENT PERMITTING PLAN FOR BCT PROJECT

Concurrent with preparation of the project description, the Consultant will prepare a permitting plan for the project. The permitting plan will identify all permits necessary for project approval and identify critical data gaps, if any, necessary to prepare complete permit applications. If any critical data gaps or required applicant plans are identified, the permitting plan will provide recommendations on the most appropriate approach to fill the data gaps. For purposes of this scope of work, it is assumed that necessary information for permit applications will be developed during the environmental review process and/or provided by the project applicants/RCAC. The Consultant will then prepare draft permit applications for submittal by the project applicants. Based on the proposed project and the proposed preferred site, it is expected that the project will require the following discretionary permits:

- ▶ Tuolumne County Conditional Use Permit (Per Tuolumne County Zoning Ordinance Section 17.37) – Based on Tuolumne County CUP Required Submittal and Information
- ▶ Tuolumne Air Pollution Control District – Authority to Construct/Permit to Operate (District Rule 401)

### Task 4 Deliverables

- ✓ Permitting Plan
- ✓ Draft Conditional Use and air quality permit applications

## SCHEDULE

The Consultant and RCAC will refine the schedule for this Task Order during the project initiation meeting. Consultant will maintain a current schedule throughout the duration of the project. The proposed schedule is shown below.

WORK PRODUCT/MILESTONE	DURATION	ESTIMATED COMPLETION DATE
Ascent receives notice to proceed	1 day	February 2021
Task Order 1, BUF Program Support and Studies	3 months	May 2021
Cultural and biological records search	2 weeks	March 2021
Biological Resources Report	2 months	June 2021
Cultural Resources Assessment Report	2 months	June 2021
SHPO Consultation	30 days	July 2021
Administrative Draft EA/FONSI-RROF and IS/MND	4 months	August 2021
Print check draft EA/FONSI-RROF and IS/MND	1 month	September 2021
Public EA/FONSI-RROF and IS/MND	1 month	October 2021
Permitting Plan	1 month	October 2021
Notice of Completion and Notice of Intent	1 day	October 2021
Public comment on draft EA/FONSI-RROF and IS/MND	30 days	November 2021
Response to comments memo	1 month	December 2021
Mitigation Monitoring and Reporting Program	2 weeks	December 2021
Draft Permit Applications	1 month	December 2021
Notice of Determination	1 day	December 2021
HCD submits RROF to HUD	1 day	December 2021

**PRICE PROPOSAL**  
Environmental Consulting Services for BCT Project

1/11/2021

hourly rates:

NEPA, CEQA, and Permitting for Biocarbon Technologies			Price	Hours
1	Site-Specific Surveys and Reports		\$ 13,100	85
2	Prepare EA /FONSI and IS /MND		\$ 72,410	420
3	Prepare Response to Comments, MMRP, and NOD		\$ 15,100	84
4	Prepare and Implement Permitting Plan		\$ 2,130	12
Subtotal, Task 5			\$ 102,740	601

<b>LABOR SUBTOTAL</b>	<b>\$ 102,740</b>	<b>601</b>
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<b>REIMBURSABLE EXPENSES</b>	<b>\$ 14,338</b>
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Printing	\$ 50
Mileage / Parking / Travel	\$ 333

**Subconsultants**

TSS Consulting	\$ 8,045.40
Natural Investigation Company	\$ 5,245.00
Administrative Cost (5%)	\$ 664.52

<b>TOTAL PRICE</b>	<b>\$ 117,078</b>
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Coatsworth Principal \$340	Lewandowski Project Manager \$200	Mitchell Environmental Planner \$155	Henderson Senior Biologist \$190	Staff Biologist/ botanist \$150	Sr. AQ/Noise/ Climate Change \$225	Staff AQ/Noise/ Climate \$150	Miller Transportation Planner \$165	GIS \$130	Graphics \$135	Word Processing \$115
	6		5	68				4		2
24	80	130	4	44	16	56	14	22	6	24
8	24	40								12
	6	6								
32	116	176	9	112	16	56	14	26	6	38

32	116	176	9	112	16	56	14	26	6	38
\$ 10,880	\$ 23,200	\$ 27,280	\$ 1,710	\$ 16,800	\$ 3,600	\$ 8,400	\$ 2,310	\$ 3,380	\$ 810	\$ 4,370

**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.

PRICE PROPOSAL - TSS Consultants

11-Dec-20

hourly rate:

Tornatore  
Sr. Scientist and  
CEQA/NEPA  
Specialist  
\$174.90

NEPA, CEQA, and Permitting		Price	Hours	
5.4	Permitting Plan (BCT)	\$ 875	5	5
Subtotal, Task 3		\$874.50	5	5
CUP		Price	Hours	
5.4	CUP (BCT)	\$ 2,099	12	12
Subtotal		\$2,098.80	12	12
ATC		Price	Hours	
5.4	ATC (BCT)	\$ 5,072	29	29
Subtotal		\$5,072.10	29	29
LABOR SUBTOTAL		\$8,045.40	46	46
				\$ 8,045.40
REIMBURSABLE EXPENSES		\$	-	
TOTAL PRICE FOR WALLOWA, BTC, AND TBI		\$	8,045.40	

PRICE PROPOSAL

Environmental Consulting Services for Three Proposed Biomass Utilization Fund Projects

11-Dec-20

hourly rate:

Task 1:	CHRIS/NAHC	Price	Hours
1.2	CHRIS/NAHC (BCT)	\$ 1,160	11
Subtotal, Task 1		\$1,160.00	11

Task 2:	Surveys	Price	Hours
2.2	Survey (BCT)	\$ 550	6
Subtotal, Task 2		\$550.00	6

Task 3:	Report	Price	Hours
3.2	Report (BCT)	\$ 2,570	24
Subtotal, Task 3		\$2,570.00	24

Task 4:	AB 52	Price	Hours
4.2	AB 52 (BCT)	\$ 455	4
Subtotal, Task 4		\$455.00	4

LABOR SUBTOTAL		\$4,735.00	45
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Arrington	Spillane Principal Investigator/ NAHC 106 Letters	Dylan Archeologist	Haines Archeologist/ GIS	Accounting
Project Manager	\$125	\$85	\$85	\$65
3	5		2	1
3	5	0	2	1

1				
1	0	0	5	0

2	18		4	
2	18	0	4	0

1	3			
1	3	0	0	0

7	26	0	11	1
\$ 875	\$ 2,860	\$ -	\$ 935	\$ 65

REIMBURSABLE EXPENSES	\$510.00
CHRIS Fees (BCT)	\$450.00
Mileage (BCT)	\$ 60.00

TOTAL PRICE FOR ALLOWA, BTC, AND TBI	\$5,245.00
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# **ATTACHMENT B**

## Financial Forms

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ascent Environmental, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

455 Capitol Mall, Suite 300

6 City, state, and ZIP code

Sacramento, CA 95814

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

or

Employer identification number

2 7 - 1 5 3 7 1 0 9

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

2/4/2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

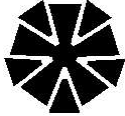
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

# **ATTACHMENT C**

RCAC Representations and Certifications Form



**Rural Community Assistance Corporation  
Representation and Certifications Form**

Fillable form instructions: Click into each gray box that says "Click here to enter text." Click each box to insert a check mark for the most applicable of the multiple choice answers.

1. **Company Name** Ascent Environmental, Inc.

2. **Type of Organization (check one box below)**

Consultant represents and certifies that it operates as:

☐ an individual; ☐ a nonprofit organization; ☐ a partnership; ☐ a joint venture; or

☒ a corporation incorporated under the laws of the state of: California.

3. **Taxpayer Identification**

In order to comply with reporting requirements of 26 USC 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS), the following information must be furnished:

Business Entities – Tax ID No.: 27-1537109.

Consultant Identification Number (DUNS) No.: 023390109.

\* Individuals only – Social Security No.: N/A.

4. **Debarment and/or Suspension**

**By checking these boxes,** Consultant certifies that it and its principals:

- ☒ are ☒ are not presently debarred, suspended or proposed for debarment or declared ineligible for award of contracts by any Federal Agency,
- ☐ have ☒ have not, within the last three years, been convicted of fraud or a criminal offense in obtaining, attempting to obtain or performing a public contract or subcontract; violation of anti-trust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, tax evasion or receiving stolen property;
- ☐ are ☒ are not presently indicted or charged with fraud or a criminal offense under a public contract; and
- ☐ have ☒ have not, within the past three years had one or more Federal contracts terminated for default.

5. **Drug Free Workplace**

☒ **By checking this box,** Consultant certifies it is a Drug Free Workplace as specified in the Drug Free Workplace Act.

6. **Lobbying**

☒ **By checking this box,** Consultant certifies it shall refrain from all lobbying activities if such activities involve the use of any funds that are subject to this contract or any other funds, programs, projects or activities that flow from this contract.

**7. Procurement and Conflict of Interest (if applicable)**

☒ **By checking this box** Consultant certifies that it has an active and enforced procurement and conflict of interest policy that is consistent with the provision 40 CFR 30.42 Codes of Conduct and 2 CFR 200.318(c)(1). Subrecipient/contractor also certifies that, to the best of Subrecipient' s/Contractor's knowledge, (1) all financial disclosures will be made related to the activities that may be funded by or through a resulting agreement, and required by its conflict of interest policy, and (2) all identified conflicts of interest have or will have been satisfactorily managed, reduced or eliminated in accordance with Subrecipient' s/Contractor conflict of interest policy prior to the expenditures of any funds under any resultant agreement and within a timely manner sufficient to enable timely financial conflict of interest reporting.

**8. Business Classification (if applicable)**

- A **Small Business (SB) Concern:** • ☒ **is**, ☐ **is not**, a SB concern. A SB concern is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

If Consultant is a SB concern and is not the manufacturer of the supplies offered, it also represents that all supplies to be furnished hereunder

• ☐ **will**, ☒ **will not**, be manufactured or produced by a SB concern in the U.S., its territories, its possessions or the Commonwealth of Puerto Rico.

- B **Small Disadvantage Business (SDB) Concern:** • ☐ **is**, ☒ **is not**, a SDB concern. Small disadvantaged business concern, as used in this provision means a small business concern that: 1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly unconditionally owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and 2) has its management and daily business controlled by one or more such individuals. "Joint ventures," ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Registered as State Minority? **Yes** ☐ **No** ☒ If yes, what state? \_\_\_\_\_


What agency? \_\_\_\_\_

- C **Women-owned Small Business (WOSB) Concern:** • **it** ☐ **is**, ☒ **is not**, a WOSB concern. A WOSB concern, as used in this provision, means a SB that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent is owned by one or more women and whose management and daily business operations are controlled by one or more women.

- D **HUBZone**: • it ☐ is, ☒ is not, small business concern which operated in Historically Underutilized Business Zones. Through the HUBzone Empowerment Contracting program, federal contracting opportunities are provided for qualified small businesses located in distressed areas.
- E **Veteran Owned Small Business (VOSB)**: • it ☐ is, ☒ is not a small business that (i) is at least 51% unconditionally owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans, and (ii) whose management and daily business operations are controlled by one or more veterans.
- F **Service Disable Veteran Owned Small Business (SDVOSB)**: • it ☐ is, ☒ is not a small business that : (i) is at least 51% unconditionally owned by one or more service-disabled veterans with a disability that is service connected, or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more service-disabled veterans; and (ii) whose management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

G.

***I hereby certify that the above information is true and correct to the best of knowledge. I further certify that I am not related to (or am not an immediate family member by marriage) or employed, by RCAC, their employees, or the RCAC Board of Directors.***

Signed:  Company Name: Ascent Environmental, Inc.

Name: Sydney B. Coatsworth Address: 455 Capitol Mall  
(print)

Title: Principal Suite 300

Phone: 916.716.0656 Sacramento, CA 95814

Fax: 916.444.3927 Date: 6/30/2020

# **ATTACHMENT D**

## Request for Payment



## Rural Community Assistance Corporation Request for Payment

Agency Name \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Address \_\_\_\_\_

Agreement Number: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Task Order Number: \_\_\_\_\_

Telephone Number \_\_\_\_\_

Expenditures	Beginning agreement amount	Prior total amount requested	Current amount requested	Total amount requested to date	Remaining balance
Total Funds Available		\$ -			\$ -

\_\_\_\_\_  
Consultant Signature

Date: \_\_\_\_\_

Charge to

Account Number

Amount

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**For RCAC use only - Do not write below this line**

*I have verified the information provided herein is accurate and the work being invoiced has been done.*

Approved by: \_\_\_\_\_  
Contract Lead or Manager

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
GCA Lead or GCA Director

Date: \_\_\_\_\_

**For Accounts Payable use only**

Voucher #: \_\_\_\_\_

Vendor #: \_\_\_\_\_

Method of disbursement: \_\_\_\_\_

Date Paid: \_\_\_\_\_

# Ascent-RCAC BUF Agreement V2\_RCAC Signed

Final Audit Report

2021-03-03

Created:	2021-03-03
By:	Tasha Hengl (Tasha.Hengl@ascentenvironmental.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5qMw9Tqd0ORa4sDQzRQ_ApM3e0OAYLmX

## "Ascent-RCAC BUF Agreement V2\_RCAC Signed" History



Document created by Tasha Hengl (Tasha.Hengl@ascentenvironmental.com)

2021-03-03 - 5:10:55 AM GMT- IP address: 98.224.80.116



Document emailed to Sydney Coatsworth (sydney.coatsworth@ascentenvironmental.com) for signature

2021-03-03 - 5:12:06 AM GMT



Email viewed by Sydney Coatsworth (sydney.coatsworth@ascentenvironmental.com)

2021-03-03 - 2:51:07 PM GMT- IP address: 104.47.58.254



Document e-signed by Sydney Coatsworth (sydney.coatsworth@ascentenvironmental.com)

Signature Date: 2021-03-03 - 2:52:56 PM GMT - Time Source: server- IP address: 75.141.201.41



Agreement completed.

2021-03-03 - 2:52:56 PM GMT