



RESOLUTION No. 21-455

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION TO EXECUTE A CONTRACT WITH ASCENT ENVIRONMENTAL, INC. TO DEVELOP A BROADBAND PROGRAMMATIC ENVIRONMENTAL IMPACT REPORT IN AN AMOUNT NOT TO EXCEED \$276,000 FOR A TERM OF OCTOBER 12, 2021 THROUGH AUGUST 31, 2022 AND AMENDING THE FISCAL YEAR 2021/22 INFORMATION AND GENERAL SERVICES ADMINISTRATION BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the Board of Supervisors in their January 2021 workshop made Broadband expansion and deployment an “A” level standalone Board Objective; and

WHEREAS, the County has a staff level Broadband team working to achieve the Board’s stated broadband objective, making Nevada County attractive to potential broadband providers and competitive for the pending State and Federal broadband funding programs; and

WHEREAS, the Board of Supervisors previously designated \$250,000 of the PG&E settlement funds to a broadband environmental impact report objective; and

WHEREAS, the County received a grant from the California Emerging Technology Fund in the amount of \$50,000 for this project. \$25,000 of the grant was received in Fiscal Year 2020/2021 and the remainder of the grant funds will be received in Fiscal Year 2021/2022; and

WHEREAS, the purpose of the Countywide Programmatic EIR is to analyze the overall impacts and benefits from approving and permitting the construction and installation of ubiquitous high-speed Internet infrastructure throughout Nevada County so that each proposed broadband project can be evaluated in the context of the net contributions to advancing the official policy of the Nevada County Board of Supervisors.; and

WHEREAS, the adoption and certification of a Countywide Programmatic EIR by the Nevada County Board of Supervisors will provide a legal rebuttable presumption for broadband deployment project sponsors to potential prospective litigation objecting to their proposed projects.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Supervisors of the County of Nevada, State of California, hereby:

1. Approves the sole source approach for this project.
2. Approves the Contract between the County of Nevada and Ascent Environmental, Inc. pertaining to developing a broadband program environmental impact report in the amount not to exceed \$276,000 for the term of October 12, 2021 through August 31, 2022.
3. Authorizes the Chair of the Board of Supervisors to execute the contract with Ascent Environmental Inc.

4. Directs the Auditor-Controller to release \$251,000 from the Unassigned General Fund Fund Balance and amend the Fiscal Year 2021/22 budget as follows:

Increase:		
0101-11003-531-1000	462400	\$ 25,000
0101-11003-531-5000	521520	\$276,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of October, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____



10/12/2021 cc: IGS*
AC*9hold)



Dan Miller, Chair

10/26/2021 cc: IGS*
AC*(release)

Administering Agency: Nevada County IGS Department – Admin. Division

Contract No. 21-455

Contract Description: CEQA Compliance for Nevada County Broadband Project

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of October 12, 2021 by and between the County of Nevada, ("County"), and Ascent Environmental, Inc. ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Two Hundred Seventy-Six Thousand Dollars (\$276,000).**
3. **Term** This Contract shall commence on, 10/12/2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 8/30/2022.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a

basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent acts, errors or omissions, or, willful misconduct, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's negligent performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in such a manner as to conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the

requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

19. **Financial, Statistical and Contract-Related Records:**

- 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

- A.** A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B.** If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
- C.** Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D.** County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

28. **Additional Contractor Responsibilities**

- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
- B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
ISG Department- Admin. Division
Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: Steve Monaghan, Director - IGS
Email: steve.monaghan@co.nevada.ca.us

Phone: 530-265-1238

CONTRACTOR:

Ascent Environmental, Inc.

Address 455 Capital Mall, Suite 300
City, St, Zip Sacramento, CA 95814
Attn: Sydney B. Coatsworth

Email:
Sydney.Coatsworth@AscentEnvironmental.com
Pho 916.930.3185
ne:


Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA

By: 
Dan Miller (Oct 13, 2021 13:06 PDT)

Date: Oct 13, 2021

Printed Name/Title: Honorable Dan Miller, Chair, of the Board of Supervisors

By: 

Oct 13, 2021

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

CONTRACTOR: Ascent Environmental Inc.

By: 
Sydney Coatsworth (Sep 30, 2021 13:27 PDT)

Date: Sep 30, 2021

Name: Sydney Coatsworth

* Title: Vice President

By: 

Date: Sep 30, 2021

Name: Honey Walters

* Title: Secretary

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements

EXHIBIT A

SCHEDULE OF SERVICES

Contractor will be responsible to perform services needed to prepare a program environmental impact report (EIR) to address the environmental effects of broadband installation, including both underground and aerial fiberoptic cable, countywide. The objective is to achieve compliance with the California Environmental Quality Act (CEQA) in advance such that individual companies can take advantage of funding expected to be available through the California Emerging Technology Fund (CETF).

In addition, the EIR will include project-specific analysis of one near-term project being proposed by Spiral Fiber, Inc. to finance and construct an underground fiber optic internet network that will connect 10,000 homes and 400 businesses with high-speed internet access.

Approach

This scope and budget that a program EIR will be prepared for compliance with CEQA (with project-specific analysis of the Spiral Fiber project), and that Nevada County will serve as the CEQA lead agency. The following summarizes the tasks included in this scope of work to complete the CEQA process for the proposed project.

Contractor will draft a thorough project description in coordination with Nevada County, Spiral Fiber, and members of the County's broadband team, as appropriate, and prepare a program EIR evaluating the potential environmental impacts of the proposed project based on available existing information, background research, database searches, desktop mapping of existing conditions, and archaeological pedestrian surveys performed by Natural Investigations Company (NIC) archaeologists. Contractor will also prepare and file the required CEQA notices; prepare a distribution list in collaboration with County staff and provide copies of the Notice of Preparation (NOP) for public distribution; prepare a Notice of Availability (NOA) for public distribution and to begin public review of the program EIR in compliance with State CEQA Guidelines and statutes; work with the County, Spiral Fiber, and the County's broadband team to respond to public and agency comments; prepare a Mitigation Monitoring and Reporting Program (MMRP); and prepare and file the Notice of Determination (NOD) in compliance with CEQA. Contractor will also prepare the CEQA findings of fact.

Proposed Scope of Work

The following scope of work addresses project initiation and organization, site visits, preparation of the program EIR, project management, coordination, and meetings. Permitting assistance, if needed, shall be provided with an amendment and prior approval by the Contract Administrator to this scope of work and budget.

Task 1: Project Initiation and Scoping

Subtask 1.1: Project Kickoff Meeting

Contractor will attend one project kickoff meeting (up to 2 hours in duration) with Nevada County, Spiral Fiber, and the broadband team to discuss the project area, design features, construction methods, and anticipated limits of disturbance; identify/confirm project purpose, need, and objectives; identify any additional key contacts and communication protocols; discuss any areas of controversy and potential strategies; and expectations for deliverables and project meetings. The kickoff meeting will also provide Contractor an opportunity to discuss initial CEQA activities such as gathering available project and resource information, AB52-required tribal consultation; to inquire further

about project details; and to receive applicable background information. For budgeting purposes, it is assumed that kickoff meeting will be a virtual meeting.

Subtask 1.2: Document Review and Additional Information Request

Following the kickoff meeting, Contractor will review information provided for the project and will notify the County and broadband team of any requests for additional information, if any, needed to prepare the EIR.

Deliverables

- a. One kickoff meeting to be attended by the Contractor's Project Manager and Principal-in-Charge.
- b. Information needs memo, if required (electronic submittal in MS Word format), if needed

Subtask 1.3: Scoping and Notice of Preparation (NOP)

Contractor will prepare and submit a draft NOP for the project. The NOP will be prepared in conformance with State CEQA Guidelines Section 15082 and will discuss the focus of the program EIR and issues that are proposed to be "scoped out" and why. It is anticipated that the following resources will be scoped out of the EIR due to no impact or less-than-significant impacts:

- Land Use and Planning
- Minerals
- Population and Housing
- Public Services
- Recreation

Contractor will incorporate comments from the County on the draft NOP and will prepare a final version for public distribution. Contractor, in conjunction with the County and the broadband team, will develop a distribution list to facilitate public and agency noticing during the CEQA process. Contractor will provide the draft distribution list for approval during review of the draft NOP. The County will be responsible for distributing the NOP for public and agency review and its associated costs. Contractor will also prepare a Notice of Completion (NOC) for filing the NOP with the State Clearinghouse, and Contractor will electronically file the NOP with the State Clearinghouse with the NOC. For purposes of this scope of work, a scoping meeting is not necessary.

Deliverables

- a. Draft and Final NOP (electronical submittal in MS Word and pdf formats)
- b. NOC (electronic submittal in MS Word and pdf formats)

Task 2: Project Description

Subtask 2.1: Draft Project Description

Contractor will prepare and submit an electronic draft of the project description to the County and the broadband team for review and comment. The project description will be sufficiently detailed and contain the information necessary to conduct the impact analysis to support the EIR, including a discussion of the regional and local setting; project history and background; program purpose, need, and objectives; project design characteristics; all known discretionary actions required by the County and other responsible or trustee agencies; important project features including construction methods and routine maintenance activities; construction worker vehicle and equipment staging areas, to the degree they are known; and any environmental protection measures that will be incorporated into project design, construction, and operation to avoid or reduce impacts to sensitive environmental resources.

Subtask 2.2: Final Project Description

After receiving one set of consolidated comments from the County and the broadband team in tracked changes in the electronic file, Contractor will discuss any comments with the County and agree on revisions to the draft project description. Contractor will incorporate agreed upon revisions and finalize the project description for incorporation into the draft program EIR (see Task 4).

Deliverables

- a. Draft Project Description (electronic submittal in MS Word format)
- b. Final Project Description (electronic submittal with draft IS/MND [Task 4])

Task 3: Background Research and Field Studies

Subtask 3.1: Biological Database Searches, Literature Review, and Desktop Analyses

Contractor will compile, review, and analyze existing documentation pertinent to the biological resources in the County. To support preparation of the program EIR, Contractor will query existing databases (e.g., California Natural Diversity Database [CNDDDB], California Native Plant Society [CNPS] Online Inventory, U.S. Fish and Wildlife Service [USFWS] National Wetland Inventory, CAL FIRE Fire and Resource Assessment Program), review aerial imagery, and review relevant existing literature (e.g., Nevada County General Plan). The desktop analysis will identify known biological resources in the County and map the general vegetation types in the County based on aerial imagery and existing vegetation GIS databases. Additionally, the potential presence of any plant or wildlife species, habitat, or plant community considered rare, endangered, threatened, or sensitive by governmental agencies (e.g., California Department of Fish and Wildlife [CDFW], USFWS) will be determined. The database searches and desktop analysis will form the basis of the impact analysis that will determine the extent of habitat disturbance and potential effects on sensitive biological resources.

Deliverables

- a. Query results from special-status species databases
- b. Map of vegetation types in the County
- c. Table of potential for special-status species to occur in the County

Subtask 3.2: Cultural Resources Background Research and Pedestrian Field Surveys

Background Research

NIC will conduct a California Historical Resources Information System (CHRIS) records search at the North Central Information Center at California State University, Sacramento covering a project area that includes 250 feet on either side of the proposed disturbance area. The primary purpose of the CHRIS records search will be to identify any previously recorded cultural resources within or adjacent to the project area. The records search will also confirm the nature and extent of any past cultural resources work completed within the project vicinity. In addition, historical maps, the National Register of Historic Places, the California Register of Historical Resources, and the list of California Historical Landmarks will be reviewed.

Natural Investigations Company (NIC) archaeologists (NIC) will assess the potential for paleontological resources within the project area. This assessment will include a review of geologic maps and a record search of the online database maintained by the University of California Museum of Paleontology at Berkeley.

NIC will contact the Native American Heritage Commission (NAHC) to request a review of its Sacred Lands File. NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. It will also provide a list of Native American tribes affiliated with the project area so that they can be contacted for additional information on the potential for tribal cultural resources. NIC will work with the County (the entity responsible for AB52 consultation) to submit a project information letter, location map, and invitation to consult to each tribe from which the County has received a written request to be notified of undertakings in the County and request relevant information.

Assessment of Buried Archaeological Resource Potential

NIC will review geologic maps, past geoarchaeological reports, and other technical sources to estimate the sensitivity of the project area for buried archaeological remains. A geoarchaeological sensitivity map will be produced for the project area and included in the technical report.

Pedestrian Survey

Upon completion of all pre-field work, NIC will conduct a pedestrian survey. For purposes of this scope of work and budget, it is assumed that up to 170 linear miles of the project-specific Spiral Fiber alignment will require pedestrian survey; the remainder of the project will be assessed at a programmatic level, without pedestrian survey. A team of two archaeologists will conduct the survey using transects spaced at maximum intervals of 15 meters. Areas that are inaccessible due to the presence of dense vegetation, unstable geologic conditions, or other obstructions, will be surveyed at a reconnaissance-level, typically with 20 to 40 meter transects. The crew chief will be an archaeologist meeting the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (36 CFR Part 61). All newly identified and previously recorded cultural resources within the project site will be documented on California Department of Parks and Recreation 523 Series forms.

Cultural Resources Technical Report

Upon completion of background research, geoarchaeological assessment, and pedestrian survey of the Spiral Fiber portion, NIC will prepare a cultural resources technical report. The technical report will document the results of research and field survey and provide management recommendations for any resources present within the project area and discuss at a programmatic level potential impacts in the yet-unknown future disturbance areas. The report will meet the Secretary of Interior's Standards and Guidelines and will follow the *Archaeological Resource Management Reports: Recommended Contents and Format Guidelines*. If the locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, it will be considered confidential; the report may not be distributed to the public.

Deliverables

- a. Draft Tribal Consultation Request Letter (electronic in MS Word format)
- b. Final Tribal Consultation Request Letter (electronic in MS Word format)
- c. Draft Cultural Resources Technical Report (electronic in MS Word format)
- d. Final Cultural Resources Technical Report (electronic in MS Word and pdf formats)

Task 4: Draft Program Environmental Impact Report: This task includes preparation of the draft program EIR and related CEQA notices for the proposed project.

Subtask 4.1: Administrative Draft Program EIR

Contractor will prepare an administrative draft program EIR that adheres to all CEQA requirements. The EIR will cover all topic areas in the CEQA Guidelines but will focus on resource categories for which significant impacts could occur. For each environmental

topic, Contractor will describe existing conditions, assess potential environmental impacts, and recommend feasible mitigation measures, where applicable. The level of analysis and degree of impact will vary depending upon the environmental topic and the potential for thresholds of significance to be triggered. Because additional detail is available for the Spiral Fiber project, it will be evaluated at a project-specific level. Other federal, state, regional, or local agencies with permit requirements or other approval authority over the project will be identified where appropriate. The administrative draft program EIR will be prepared based on the approved project description. Contractor will submit an electronic copy of the administrative draft program EIR to the County for review and comment. The administrative draft program EIR will include the following:

Executive Summary

The executive summary will include an overview of the project, project sponsor, alternatives evaluated (shown in a comparison matrix), the environmentally superior alternative, areas of controversy and issues to be resolved, project impacts, and mitigation measures (with an indicator of level of significance before and after mitigation) and monitoring proposed.

Introduction

The introduction will describe the purpose of the EIR and will outline its contents. It is also expected to contain a discussion of public involvement in the CEQA process as well as the purpose and content of a program EIR.

Project Description

The project description will be generated as part of Task 2 and will include the regional and specific location of the proposed project, project background, objectives, and characteristics.

Environmental Setting, Impacts, and Mitigation Measures

Each environmental resource section will include a description of the environmental and regulatory setting (i.e., existing conditions that will serve as the baseline to assess impacts) and identification of environmental effects of the proposed project. The analysis will be based on scientific and factual data and legislative and/or relevant regulatory performance standards of federal, state, regional, or local agencies. The resource sections will also include discussions of the ways to avoid or reduce the significant or potentially significant effects identified to less-than-significant levels, if any significant impacts are identified. The program EIR resource impact analysis is presumed to focus on the following environmental issue areas:

Biological Resources: The biological resources section will include summaries of federal, state, and local plans, policies, and regulations related to protection of biological resources. The section will describe the general existing conditions for biological resources in the project area based on database searches and desktop analyses (described under Subtask 3.1). It is assumed that field surveys will not be required to prepare the biological resources section of the EIR. This section will identify potential impacts at a programmatic level on biological resources from the construction of the fiber optic network, with more specific analysis for the Spiral Fiber project. Most of the area to be affected by the installation of the fiber optic network is expected to be within existing roadways or otherwise disturbed areas. However, the lines may need to cross through some undeveloped areas or staging or access areas may occur within undeveloped areas, where sensitive biological resources could be present.

Species and resources likely to be addressed include foothill yellow-legged frog, western pond turtle, nesting birds, special-status plants, and aquatic and riparian

habitat. The evaluation will incorporate appropriate best management practices and other measures from County documents (e.g., policies from the Nevada County General Plan and Zoning Ordinance) to avoid and minimize impacts and will recommend mitigation to reduce potential impacts where necessary. Avoidance, minimization, and mitigation measures likely will require field surveys before construction activities in some areas to verify habitat and assess the suitability for special-status species to occur. In addition, measures will identify necessary actions (e.g., seasonal constraints for construction) to avoid or mitigate impacts to sensitive biological resources. Although construction methods (e.g., horizontal directional drilling) would install fiber optic cable underground below aquatic features, CDFW could determine that existing fish and wildlife resources may be substantially adversely affected by these methods and require a Lake and Streambed Alteration Agreement (LSAA). If required, the biological resources section of the EIR will be adequate for CDFW to use as its CEQA compliance document when issuing the LSAA.

Cultural Resources and Tribal Cultural Resources: The Cultural Resources and Tribal Cultural Resources sections will rely on information contained in the Cultural Resources Technical Report prepared by NIC under Subtask 3.2 and will summarize the inventory findings, discuss potential for significant impacts to resources, and outline mitigation measures for unanticipated discoveries.

Air Quality and Greenhouse Gases: The project is located within Nevada County and the jurisdiction of the Northern Sierra Air Quality Management District (NSAQMD). Contractor will rely on industry standards and applicable guidance from NSAQMD for analysis purposes. The air quality and GHG analyses will include brief discussions of applicable regulations and thresholds that will be used in the analyses. No changes to operational emissions (other than the small number of trips associated with routine inspection and maintenance) are anticipated so the analyses will focus on short-term construction activities and associated emissions. For the project-level component, construction emissions will be quantified using the Roadway Construction Emission Model developed by the Sacramento Metropolitan Air Quality Management District or other applicable or NSAQMD-approved methods or models. For the programmatic analysis, typical construction activities will be described but emissions will not be quantified. Impacts from toxic air contaminants, odors, and local carbon monoxide concentrations will be addressed qualitatively.

Contractor will provide brief qualitative analyses, relying on published data and a site visit, to address the following issues (unless scoped out under Task 1.3), recognizing that significant effects are not anticipated:

- Aesthetics
- Agriculture and Forestry Resources
- Energy
- Geology, Soils, and Paleontological Resources
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Noise (It is particularly noted that a quantitative analysis of noise will be conducted based on published reference construction noise sources, but onsite noise measurements are not proposed.)

- Transportation, including potential for reduced vehicle miles traveled (VMT)
- Utilities and Service Systems
- Wildfire

As described for Task 1.3, it is anticipated that several resource topics will be scoped out of the program EIR. Those resource areas will be summarized, pursuant to CEQA Guidelines section 15128.

Alternatives Analysis

Up to three alternatives will be discussed in the administrative draft program EIR, including the No Project Alternative. Contractor will identify alternatives after initial identification of potentially significant impacts, so alternatives reduce at least one significant effect, as required by CEQA Guidelines Section 15126.6. Impacts of alternatives will be addressed qualitatively in a manner consistent with CEQA requirements and will be compared to project impacts. The alternatives analysis will present a matrix that compares impacts. An environmentally superior alternative will be identified.

Other CEQA Sections

CEQA has specific requirements for the contents of an EIR. Contractor will provide the County with a complete EIR, containing all sections required by CEQA, including the following:

Significant Environmental Effects Which Cannot Be Avoided: This section will clearly and succinctly summarize significant and unavoidable environmental effects, if any, of the proposed project as evaluated in the program EIR pursuant to CEQA Guidelines Section 15126.2(c).

Growth-Inducing Impacts of the Proposed Project: This section will qualitatively evaluate the project’s potential to induce growth and subsequent environmental impacts that would occur pursuant to CEQA Guidelines Section 15126.6(e).

Cumulative Impacts: Contractor will evaluate the impacts of cumulative development and activities on all the resource issues evaluated in the program EIR pursuant to CEQA Guidelines Section 15130. In addition to obtaining current information on reasonably foreseeable probable future projects in the county, Contractor will contact other agencies that may undertake relevant projects in the county, such as Caltrans.

References and Persons/Agencies Consulted and Report Preparers. The program EIR will identify agencies, organizations, and individuals consulted during EIR preparation. It will also list those who prepared the program EIR pursuant to CEQA Guidelines Section 15129.

Deliverables

- a. Administrative Draft Program EIR (electronic submittal in MS Word format)

Subtask 4.2: Print-Ready Draft and Draft Program EIR for Public Review

Following review of the administrative draft program EIR by the County and broadband team, as appropriate, and receipt of one set of consolidated comments electronically in tracked changes, Contractor will convene a meeting to discuss comments and agree on revisions to the administrative draft EIR. After resolving any issues related to the comments, Contractor will incorporate comments and prepare a print ready draft EIR. Contractor will submit the print-ready draft electronically for final approval, and any final changes will be provided to Contractor electronically in tracked changes. Contractor will then incorporate the necessary revisions and prepare the draft program EIR for public review. For purposes of this proposal, it is assumed that the County will produce any needed hard copies; printing costs are not included herein.

Deliverables

- a. Print-ready draft program EIR (electronic submittal in MS Word and pdf formats)
- b. Draft Program EIR for public review (electronic submittal in MS Word and pdf formats)

Subtask 4.3: Draft Program EIR Distribution and CEQA Notices

Following approval of the draft program EIR for public review, Contractor will provide the document electronically to the County for posting on its website for a 45-day public review period and for filing with the State Clearinghouse.

Contractor will also prepare the required CEQA notices to support the public review process, including draft and final Notice of Availability (NOA) of the draft EIR and NOC. The Draft NOA and NOC will be submitted to the County, and the Final NOA and NOC will be submitted to the County with the public review draft program EIR for distribution and filing with the Nevada County Clerk Recorder and with the State Clearinghouse. Contractor will file the draft program EIR, NOA, and NOC with the State Clearinghouse on behalf of the County. It is assumed the County will file the draft program EIR with the clerk's office.

Contractor will also prepare an abbreviated version of the NOA for publication in one newspaper of general circulation in the project area to be determined by the County. The County will be responsible for publishing the newspaper notice and payment of associated publication fees. Contractor can perform this task for an additional fee.

Deliverables

- a. Draft and Final NOA (electronical submittal in MS Word and pdf formats)
- b. Newspaper Notice (electronic submittal in MS Word format)
- c. NOC (electronic submittal in MS Word and pdf formats; 2 hard copies)

Task 5: Final Program Environmental Impact Report**Subtask 5.1: Administrative Final Program EIR**

Contractor will coordinate with County staff, who will assemble public and agency comments received on the draft program EIR, to discuss response strategies for the public comments. At the close of the public review period, Contractor will review comments received on the EIR and convene an up to 2-hour conference call with the County and the broadband team to discuss any issues of controversy, comments on environmental issues, and potential responses. Contractor will prepare draft responses to public comments raising environmental issues. For budget purposes, 40 hours of technical staff time is allocated for responses to comments. Revisions to the draft EIR, if any, will be presented as excerpts with underline and strikethrough to demonstrate any revisions to the draft program EIR. Republication of the entire draft EIR, as amended, is assumed not to be needed.

Contractor will also prepare a draft Mitigation Monitoring and Reporting Plan for review by the County. The MMRP will identify mitigation measures that will be adopted, the implementation procedures, monitoring and reporting actions, responsibility, and schedule associated with each mitigation measure. Timing, implementation, and monitoring responsibilities for the mitigation measures will be shown in tabular format. The draft MMRP will be submitted to the County and broadband team with the administrative final EIR for review.

Deliverables

- a. One 2-hour conference call to be attended by the Contractor Project Manager and up to two technical team members.
- b. Administrative Final EIR (electronic submittal in MS Word format)
- c. Draft MMRP (electronic submittal in MS Word and pdf formats)

Subtask 5.2: Print-Ready Final and Final Program EIR

Following review of the administrative final program EIR by the County and broadband team, as appropriate, and receipt of one set of consolidated comments electronically in tracked changes, Contractor will convene a meeting with the County to discuss comments and agree on revisions to the administrative final EIR. After resolving any issues related to the comments, Contractor will incorporate comments and prepare a print ready final EIR. Contractor will submit the print-ready final program EIR electronically for final approval, and any final changes will be provided to Contractor electronically in tracked changes. Contractor will then incorporate the necessary revisions and prepare the final program EIR. For purposes of this proposal, it is assumed that the County will print any needed hard copies.

Contractor will also revise the draft MMRP to consider comments received from the County on the draft MMRP. Contractor will submit the final MMRP electronically to the County with the final EIR.

Deliverables

- a. Print-ready final EIR (electronic submittal in MS Word and pdf formats)
- b. Final EIR (electronic submittal in MS Word and pdf formats; up to 25 hard copies)
- c. Final MMRP (electronic submittal in MS Word and pdf formats)

Subtask 5.3: Findings

Contractor will prepare draft CEQA findings for project approval by the County. The CEQA Findings will consist of the information required by CEQA, including findings of fact regarding each potentially significant environmental impact, mitigation measures, significance after mitigation, disposition of alternatives, and statement of overriding considerations (if necessary). Upon receiving comments on the draft CEQA Findings, Contractor will generate the final version of the CEQA Findings.

Deliverables

- a. Draft and Final CEQA Findings (electronic submittal in MS Word format)

Subtask 5.4: Notice of Determination and Filing

Contractor will prepare the draft and final Notice of Determination (NOD). The draft NOD will be prepared and submitted electronically with the print-ready final program EIR. The final NOD will be submitted with the Final Program EIR. If the project is approved, following certification of the EIR, adoption of the MMRP, filing of the NOD with the Nevada County Clerk, and payment of the CDFW and any County filing fees to the County Clerk, Contractor will file the NOD electronically with the State Clearinghouse on behalf of the County. CDFW CEQA filing fees (\$3,445.25 for an EIR as of September 2021) are assumed to be paid directly by the County and are not included in the attached cost spreadsheet.

Deliverables

- a. Draft and final NOD (electronic submittal in MS Word and pdf formats)

Task 6: Project Management, Coordination, and Meetings: Contractor's project manager will provide team coordination, task management, and communication with the client regarding scope, schedule, and budget, and will assist with preparation of Contractor's invoices and progress summaries. This task also includes regular conference calls with the County and broadband team (as appropriate) to discuss the project and address any issues that may arise

during the course of analysis, and attendance at one public meeting during the 45-day public review period, and one County approval meeting/hearing.

Deliverables

- a. Monthly invoices and progress summaries
- b. Up to ten 30-minute conference calls to be attended by the Contractor Project Manager and up to two technical team members
- c. Attendance by the project manager and principal-in-charge at one public meeting during the 45-day public review period, and one Nevada County approval meeting/hearing

Contingency/Directed Analysis

A contingency of \$25,000 is included in the budget to accommodate unforeseen issues that may arise. The contingency will not be used without prior written approval from Nevada County for authorized services beyond the scope of this proposal.

Proposed Price

The proposed price to complete the enclosed scope of work is detailed in the enclosed cost spreadsheet. The price is estimated based on a good faith effort and current understanding of the project needs of Nevada County and Spiral Fiber. Variations in approach, issues, and deliverables could result in amendments to the contract. Contractor will listen to the client's needs and revise the scope of work and price to meet the client's expectations.

Assumptions

To promote clarity, the following assumptions explain the basis of the proposed scope of work and price.

1. The proposal is a lump-sum price to perform the proposed scope of work. Monthly invoices will be submitted based on percentage of progress toward completion occurring in each billing period.
2. Labor, subconsultant, and other direct costs have been allocated to tasks to determine the total budget. Contractor may reallocate costs and labor resources, as needed, as long as the total contract price is not exceeded.
3. Costs were determined based on the proposed scope of work and Contractor's current billing rates. Any budget augmentations or contract amendments in subsequent years will be calculated using updated billing rates.
4. In recognition of the current health crisis, all meetings will be conducted by video conference call.
5. Progress reports will consist of a bulleted list summarizing work completed during the invoice period, work anticipated during the next invoice period, and any identified issues related to the scope, schedule, or budget.
6. Project information needed to complete a CEQA-compliant project description will be provided by Spiral Fiber and/or the County.
7. Protocol-level surveys for special-status species will not be required.
8. No significant impacts on special-status species will be identified that cannot be avoided with standard project avoidance techniques.
9. No subsurface testing or excavation will be required to assess the potential for impacts to cultural or tribal cultural resources.
10. Tribal consultations required for compliance with AB 52 will be conducted by the County. If assistance with tribal consultation is requested, the team can provide this service with a modification to this scope and budget.
11. The impact analysis will focus on potential impacts to air quality and climate change, biological resources, and cultural resources, and the level of effort required to address the potential for impacts to other resources will be minimal.
12. Comments on the pre-print EIR and draft MMRP will not result in changes to the project description that could also change the impacts of the project.
13. All review comments on each document deliverable will be consolidated in a single document and any conflicting comments reconciled prior to transmittal to the Contractor team.
14. No more than one round of review and comment on document deliverables will be required.
15. The County will be responsible for publication of the NOA (prepared by Contractor) in a newspaper of general circulation and all fees associated with newspaper publication.
16. The County will print and file the NOP and NOA with the County Clerk, and any additional hard copies of the NOP and NOA will be printed and distributed by the County.
17. Public meetings during the scoping period and draft program EIR public review periods are not required or included with this scope of work.
18. No changes to the program EIR or MMRP will be required in response to comments received during the public review period.
19. The County will file the NOD with the County Clerk and will be responsible for paying the required filing fees to the County, including the California Department of Fish and Wildlife-required filing fee and any County administrative filing fees.

Schedule

The schedule assumes timely receipt of information needed to prepare the EIR, and that the nature and number Broadband Team comments on administrative draft deliverables are such that Contractor can respond within timeframes outlined in the proposed schedule.

Work Product/Milestone	Estimated Timeframe
Task 1 – Project Initiation and Scoping	
Receive notice to proceed	Week 1
Conduct project kick-off meeting	Week 1
Receive all project description information	Week 2
Contractor submits draft NOP to County	Week 4
County provides comments on draft NOP to Contractor	Week 5
Public release of the NOP	Week 6
NOP comment period ends	Week 10
County provides complete set of NOP comments to Contractor	Week 10
Task 2 – Project Description	
Contractor submits draft EIR project description to County	Week 6
County provides comments on draft EIR project description to Contractor	Week 6
Contractor submits final EIR project description to County	Week 7
Task 3 – Background Research and Field Studies	
Contractor submits biological research results and cultural resources technical report to County	Week 12
County provides comments on biological research results and cultural resources technical report to Contractor	Week 14
Contractor submits final biological research results and cultural resources technical report to County	Week 16
Task 4 –Draft Program EIR	
Contractor submits administrative Draft EIR to County	Week 18
County provides comments on administrative Draft EIR to Contractor	Week 20
Contractor submits print ready Draft EIR and NOA to County	Week 23
County provides comments on print ready Draft EIR and NOA to Contractor	Week 24
Public Draft EIR Release	Week 25
End of 45 Day Review Period	Week 31
Task 5 – Final Program EIR	

Work Product/Milestone	Estimated Timeframe
County conveys public and agency comments on the Draft EIR to Contractor	Week 31
Contractor submits administrative Final EIR to County	Week 34
County provides comments on administrative Final EIR to Contractor	Week 36
Contractor submits draft Findings and MMRP to County	Week 36
Contractor submits print ready Final EIR to County	Week 37
County provides comments on print ready Final EIR to Contractor	Week 38
County provides comments on draft Findings and MMRP to Contractor	Week 39
Contractor submits Final EIR to County	Week 40
Contractor submits final Findings and MMRP to County	Week 40
EIR certification and project decision	Thereafter
Contractor files NOD with the State Clearinghouse, County files NOD with County Clerk	Within 5 days of certification
Task 6 – Project Management and Coordination	
Contractor attendance and presentation at meetings, conference calls and public hearings	As scheduled

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses shall be included in the cost per task. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this contract.

Payment Schedule:

1/8/2021	Task Name	Total
Task 1: PROJECT INITIATION AND SCOPING		Price
1.1	Kickoff Meeting	\$ 2,000
1.2	Document Review and Additional Information Request	\$ 4,235
1.3	Scoping and Notice of Preparation	\$ 5,150
Subtotal, Task 1		\$ 11,385
Task 2: PROJECT DESCRIPTION		Price
2.1	Draft Project Description	\$ 11,950
2.2	Final Project Description	\$ 4,180
Subtotal, Task 2		\$ 16,130
Task 3: BACKGROUND RESEARCH AND FIELD STUDIES		Price
3.1	Biological Database Searches, Literature Reviews, and Desktop Analyses	\$ 10,490
	Parking, Mileage, Travel, and Field Equipment	\$ 400
	Cultural Resources Background Research and Pedestrian Field Surveys	\$ 2,760
3.2	<i>Natural Investigations Company</i>	
	<i>CHRIS/UCMP/NAHC Searches</i>	\$ 9,090
	<i>Buried Resource Assessment</i>	\$ 1,140
	<i>Pedestrian Survey</i>	\$ 48,695
	<i>Draft and Final Technical Report</i>	\$ 16,685
	<i>Administrative Cost (5%)</i>	\$ 3,781
Subtotal, Task 3		\$ 93,041
Task 4: DRAFT PROGRAM ENVIRONMENTAL IMPACT REPORT		Price
4.1	Administrative Draft Program EIR	\$ 70,200
	Printing and Reproduction	\$ 250
4.2	Print-Ready Draft and Draft Program EIR for Public Review	\$ 20,320
	Postage	\$ 188
4.3	Draft Program EIR and CEQA Notices	\$ 6,920
Subtotal, Task 4		\$ 97,878
Task 5: FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT		Price
5.1	Administrative Final Program EIR	\$ 7,070
5.2	Print-Ready Final and Final Program EIR	\$ 5,010
	Postage	\$ 188
5.3	Findings	\$ 2,280
5.4	Notice of Determination and Filing	\$ 660
Subtotal, Task 5		\$ 15,208
Task 6: PROJECT MANAGEMENT AND COORDINATION		Price
	Project Team Coordination	\$ 8,930
	Monthly Invoices and Progress Reports	\$ 4,850
	DEIR Public mtg and NV County approval mtg/hearing	\$ 3,300
Subtotal, Task 6		\$ 17,080
LABOR SUBTOTAL		\$ 250,721
	Contingency	\$ 25,000
Total		\$ 275,721

Invoices

Invoices shall be submitted monthly to Contract Administrator in a form and with sufficient detail as defined below.

Invoices shall include the following details:

- Contract Number
- Task(s) of work performed during the invoice period
- Percentage of Task(s) complete during the invoice period
- Hours associated with each Task performed
- Applicable direct costs associated for the month to include detailed cost descriptions (i.e. Copy, printing etc.)

Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to:

Nevada County
Information and General Services Agency
Address: 950 Maidu Avenue, Suite 130
City, St, Zip Nevada City, CA 95959
Attn: IGS Admin.
Email: IGSadmin@co.nevada.ca.us
Phone: 530.265.1238

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined above

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- vi. **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
- vii. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- xxiii. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- ii. **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- iv. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- v. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- vi. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- vii. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- viii. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- ix. **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- xi. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- xii. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- xiii. **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- xiv. **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

xv. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator..

SUMMARY OF CONTRACT

Contractor Name Ascent Environmental Inc

Description of Services IGS Department- Admin Division

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$276,000

Contract Start Date: 10/12/2021

Contract End Date: 8/31/2022

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker's Compensation (Statutory Limits)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

CONTRACTOR:

Nevada County
 ISG Department- Admin. Division
 Address: 950 Maidu Ave.
 City, St, Zip Nevada City, CA 95959
 Attn: Steve Monaghan, Director - IGS
 Email: steve.monaghan@co.nevada.ca.us
 Phone: 530-265-1238

Ascent Environmental, Inc.
 Address 455 Capital Mall, Suite 300
 City, St, Zip Sacramento, CA 95814
 Attn: Sydney B. Coatsworth
 Email: Sydney.Coatsworth@AscentEnvironmental.com
 Phone: 916.930.3185

Contractor is a: (check all that apply)

- Corporation: Calif., Other, LLC,
 Non- Profit Corp Yes No
 Partnership: Calif., Other, LLP, Limited
 Person: Indiv., DbA, Ass'n Other

EDD Worksheet Required

Yes No

ATTACHMENTS

- Exhibit A:** Schedule of Services
Exhibit B: Schedule of Charges and Payments
Exhibit C: Insurance Requirements