

ATTACHMENT A

Professional Services Contract

County of Nevada, California

Administering Agency: Nevada County -County Executive Office

Contract No. _____

Contract Description: Pines to Mines Environmental Assessment

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of November 16, 2021 by and between the County of Nevada, ("County"), and Truckee Trails Foundation ("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 One Hundred Thousand Dollars (\$100,000).**
3. **Term** This Contract shall commence on, November 16, 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: June 30, 2023.
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.

ATTACHMENT A

7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. 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. **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.
9. **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.

ATTACHMENT A

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.

10. **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.

11. **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 act, willful misconduct, or error or omission, 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, even if the claim or claims alleged are groundless, false, or fraudulent. 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 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.

12. **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 a substantial first class and workmanlike manner and 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

ATTACHMENT A

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.

13. **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.
14. **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.
15. **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.
16. **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.
17. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

ATTACHMENT A

18. 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.

19. 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.

ATTACHMENT A

- 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.
20. **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.
21. **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.
22. **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.
23. **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

ATTACHMENT A

party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.

24. **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.
25. **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.
26. **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.
27. **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.
28. **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
County Executive Office
Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: Josh White
Email: Joshua.white@co.nevada.ca.us
Phone: 530-470-2752

CONTRACTOR:

Name of firm
Truckee Trails Foundation
Address PO Box 1751
City, St, Zip Truckee, CA 96160
Attn: Allison Pedley
Email: allison@truckeetrails.org
Phone: 530-587-8514

ATTACHMENT A

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.

ATTACHMENT A

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: _____ Date: _____

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

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

Approved as to Form – County Counsel:

By: _____ Date: _____

CONTRACTOR: Truckee Trails Foundation

By: _____ Date: _____

Name: _____

* Title: _____ President _____

By: _____ Date: _____

Name: _____

* 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

ATTACHMENT A
EXHIBIT A
SCHEDULE OF SERVICES

Contractor shall provide the services described herein Exhibit A and **RFP No. 145827, Pines to Mines Environmental Assessment** and Contractor's response to said document. Contractor shall provide said services at the time, place, and in the manner specified herein Exhibit A.

Contractor shall provide project management, working with the Tahoe National Forest (TNF) as the lead agency to prepare an Environmental Assessment (EA) for a new 18-22-mile non-motorized trail section as part of the Pines to Mines Trail connecting Truckee and Nevada City, CA. The new trail will connect the 'Hole in the Ground Trail' to the 'Grouse Ridge Trail' in the TNF. Any analysis of existing or proposed trail use by motorized vehicles shall not be funded from this agreement.

The Contractor shall deliver the following services and must enter into an Agreement with the TNF to complete the EA.

1.0 Deliverables

- A. The EA and associated documents shall be prepared and submitted to the TNF by the Contractor according to National Historic Preservation Act (NHPA) and United States Forest Service (USFS) regulations and policies, and will contain all sections required by NEPA, the Council on Environmental Quality regulations, and other applicable federal, state, and local regulations, policies, and guidelines.

The document shall meet requirements for Section 106 of the National Historic Preservation Act (NHPA) and public review elements of NHPA shall be coordinated closely with the NEPA public review process and documents.

Additionally, any and all technical studies will need to include analysis to meet CEQA Guidelines Appendix G. Additional technical studies will also be required to meet all CEQA requirements for completion of the checklist outlined in Appendix G of CEQA in order to be used for a potential future CEQA Initial Study.

- B. Contractor will submit the complete NEPA document to the TNF within 1 year after the Initiation of Scoping with the TNF.
- C. Contractor will remain responsive to County and TNF requests pertinent to the project until receiving a signed decision from the TNF supervisor regarding the submitted Pines to Mines NEPA study.

2.0 Communication Requirements: Contractor shall comply with the following communication requirements:

- A. Facilitate quarterly team update meetings between the TNF, Nevada County, and any other required stakeholders.
- B. Annually – Provide Progress Reports to the Nevada County Planning Director for review and scheduling of a presentation to the Nevada County Board of Supervisors

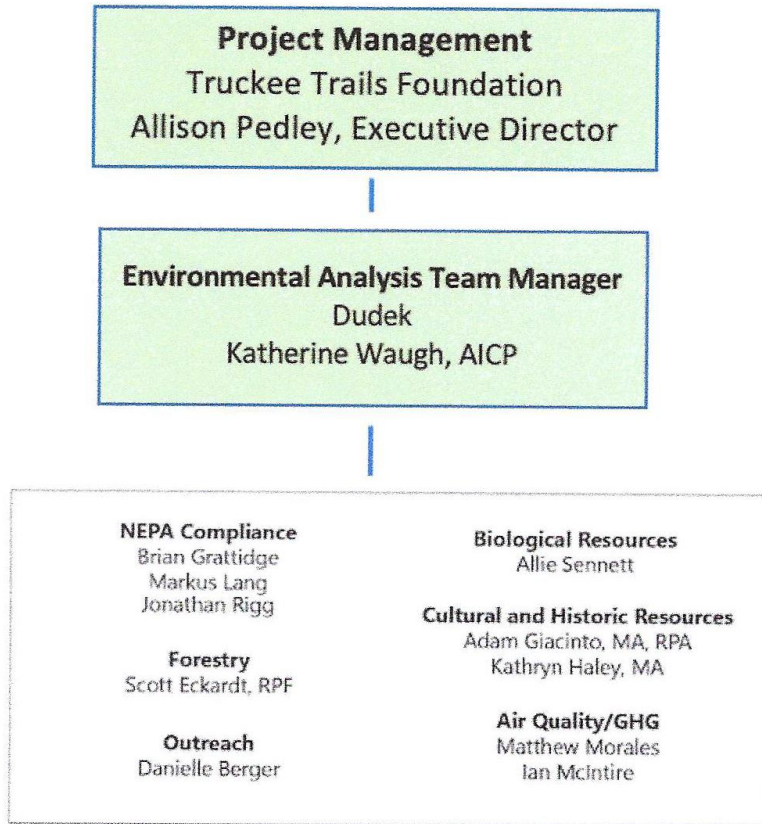
ATTACHMENT A

during a scheduled Board meeting. Identify costs for analysis of any motorized trail use and the funding source.

C. Upon delivery of a signed decision from the TNF supervisor, provide a summary report of the NEPA process efforts to the Nevada County Planning Director.

3.0 **Project Team:** Contractor discloses a subconsultant partnership with Dudek, who will conduct necessary resource studies and completion of the NEPA document. Dudek commits to this effort staff biologists specialize in wildlife biology, botany, vegetation ecology, and wetlands science. Dudek also commits archaeologists whom are permitted to conduct cultural resource surveys on both federal and state lands. Dudek commits air quality professionals that will offer in-depth expertise to navigate air quality and greenhouse gas emissions requirements.

Contractor commits the below org. chart for the duration of this project. Contractor shall notify the County within 15 business days should staff assignments change. Replacement staff must be of equal to or greater subject matter expertise.



4.0 Tasks & Project Plan

Task 1: Project Initiation and Purpose & Needs Task 1.1 Project Initiation

Upon authorization to proceed, Contractor will collect data and review pertinent project documentation and other environmental information relevant to the project site and vicinity. Contractor will attend a project kickoff meeting or conference call with the County and TNF to initiate project work and obtain pertinent project documentation and existing data, identify staging areas, and refine the schedule for completing the studies and NEPA documentation.

ATTACHMENT A

Task 1.2: Purpose and Need and Proposed Alternative

Contractor will prepare a detailed Purpose and Need and Proposed Alternative document. The Purpose and Need portion of this document will identify the general and specific objectives of this project and summarize how the project proposal will attain the defined purpose and need. This discussion will include background information on the existing trails that the proposed trail would connect to, the level of use of those trails, the work completed to-date in planning for the proposed trail, and the ongoing and future work expected to be carried out by USFS and other stakeholders to complete the project.

The Proposed Alternative portion of this document will identify the proposed trail alignment, trail design specifications, estimated trail construction schedule, long-term operational characteristics (i.e., anticipated user groups and volume of users), and long-term trail maintenance program. This section will include text and figures to demonstrate key concepts of trail design and construction.

Contractor will submit the Purpose and Need and Proposed Alternative document and figures to the TNF for review and will revise the document based on comments. Once approved, the Purpose and Need and Proposed Alternative document will be used to inform completion of the Technical Studies described under Task 2, will be distributed to the public and other agencies as part of the EA scoping (Task 3.1), and will be incorporated in the Draft and Final EA (Tasks 3.2 and 3.3).

Task 2: Technical Studies

Task 2.1: Biological Resources Assessment

Contractor will conduct fieldwork and prepare a Biological Resources Assessment (BRA) to describe existing conditions on the project site and identify any regulatory constraints related to special-status species or sensitive habitats that might occur on site. The BRA will support the analysis in the NEPA document. Preparation of the BRA will include the following steps:

Desktop Evaluation. Contractor will conduct a pre-field desktop evaluation of the site. The evaluation will include queries of available databases, background information for information on soils, aerial photographs, topographic maps, and other natural resource documentation and available data for the project region. Contractor staff will conduct a query of the California Natural Diversity Database,

USFWS IPaC Trust Resources database, and the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants to identify any occurrences of listed or special-status species and rare and endangered plants found within a five-mile radius of the site. A copy of the database findings will be submitted with the BRA.

Biological Resource Field Survey. This task is comprised of a reconnaissance-level biological resources survey to document the biological resources within the study area. For the purposes of this scope, the study area for biological resources investigation includes 20 miles with a buffer of 50 feet to each side of the centerline. This would total 242 acres. Areas for staging have not yet been identified, and Contractor assumes that staging areas would total

ATTACHMENT A

approximately 10 additional acres for a total of 252 acres. During this field survey, a general inventory of plant and animal species detected by sight, calls, tracks, scat, or other signs will be compiled. Vegetation communities and other biological resources, including any habitat that could potentially support special-status species or sensitive biological communities will also be recorded. A determination of sensitive or special-status species that could potentially use the site will also be made. Furthermore, potentially occurring sensitive resources that are not apparent at the time of the survey and which require focused surveys will be identified, including aquatic resources, rare plants and special-status wildlife species. Report Preparation. The results of the biological resource field survey and aquatic resource delineation will be presented in a BRA. The report will include a discussion of the survey methods, an assessment of existing vegetation communities, sensitive biological resources, potential jurisdictional waters present or likely to occur, and potential avoidance and minimization measures to be employed. The need for additional focused biological surveys or aquatic resources delineation will be identified, as well as regulatory mechanisms necessary for approval of development of the project. Graphics will be prepared to illustrate the location of the site, the existing biological conditions, and any potential aquatic resources. Proposed avoidance, minimization, and mitigation requirements for potential impacts to sensitive resources will be discussed in terms of regional planning, state and federal laws and guidelines.

Task 2.2 Targeted Tree Assessment

During preparation of the Biological Resources Assessment, Contractor biologists will identify any trees within or immediately adjacent to the trailbed and construction area. An arborist/Registered Professional Forester will then conduct an inventory and assessment of those trees that could be subject to disturbance and will recommend measures to best protect these trees.

Task 2.3 Cultural Resources Assessment

Contractor's cultural resources investigation will include an inventory of all cultural resources within the Area of Potential Effects (APE). Contractor will request a records search for the APE and quarter-mile radius around the proposed trail alignment from the USFS Heritage Resources department and the North Central Information Center (NCIS) to obtain information on previously recorded cultural resources and investigations. We anticipate direct cost for the records search to be no more than \$3,000.

Upon written notice to proceed, Contractor will also initiate correspondence with the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands File for any known Native American resources identified within the APE. As part of the results of this search, the NAHC will

provide a Contact List of tribal individuals and organizations that may have additional information concerning the resources in the vicinity. It is assumed that tribal notification and consultation pursuant to Assembly Bill (AB) 52 and Section 106 will be completed by the lead reviewing agencies. Contractor will draft notification letters and review tribal comments, if requested.

Following archival research, Contractor will complete an intensive pedestrian survey of the APE to determine the presence of any cultural resources. The APE is anticipated to consist of a contiguous 20-mile segment of proposed trail and a 25-foot buffer on either side. We assume no

ATTACHMENT A

Native American monitor will be necessary during the survey. Contractor anticipates being able to use all local staff for this work. Contractor also assumes that full site/property access will be granted. Contractor and/or USFS will coordinate access if there are necessary requirements to obtain permission to survey any private properties located within the proposed project site.

This survey is anticipated to require one archaeologist no more than one day of survey. We assume no Native American Monitor will be necessary during the survey. Contractor assumes that no more than 5 archaeological resources will be identified within the APE. Should such resources be encountered, additional documentation sufficient to prepare a Department of Parks and Recreation (DPR) 523 Site Record Forms or Heritage Resources Form (if on USFS lands) will be required. This is considered the minimum standard of recordation recommended by the California Office of Historic Preservation (OHP). These will be subject to inventory-level documentation; no evaluation of resources is anticipated. No in-depth recordation or evaluation of built environment resources (buildings or structures over 45 years in age) is anticipated as part of this scope - although it is assumed that all such resources would be avoidable by the present project.

Contractor will ensure that the requirements for Section 106 of the National Historic Preservation Act are met, coordinating public review elements of the NHPA with the NEPA public review process.

Contractor will document the results of the archaeological resources investigation in a federal agency- compliant report. The report will include a table of contents, project location and description, regulatory context, a regional cultural/geologic context, review of geomorphic information for suitability to support unanticipated archaeological resources, a summary of records search results and tribal outreach, a discussion of impacts to cultural resources, and recommended mitigation.

Task 2.4 Air Quality, Greenhouse Gas Emissions, and Energy (AQ-GHG-Energy) Technical Memorandum

The AQ-GHG-Energy Memorandum will include a brief background of AQ and GHG including the current ambient air quality attainment status of the Mountain Counties Air Basin, the Northern Sierra Air Quality Management District (NSAQMD) rules that would apply to the project, and applicable AQ and GHG emissions regulations considered in the emissions modeling.

Air Quality Assessment

Contractor will conduct an assessment of the AQ impacts of the project using the significance thresholds set forth in Appendix G of the CEQA Guidelines and by the Northern Sierra Air Quality Management District (NSAQMD), which will be presented in a technical memorandum. Details of the analysis (e.g., emission calculations) will be included as an attachment. After reviewing all available project materials, Contractor will prepare a request for any outstanding data needed to conduct the analysis. If precise information on a particular factor is not available, Contractor will make every effort to quantify

these items using the best available information for comparable data sources, but in all cases will consult first with the County, and USFS regarding the information needed.

ATTACHMENT A

Contractor will estimate criteria air pollutant emissions associated with the construction of the project using the California Emissions Estimator Model (CalEEMod). It is anticipated that the project will generate emissions from on-site sources (e.g., off-road construction equipment) and off-site sources

(e.g., worker vehicles and on-road trucks) during construction of the project. The analysis of short-term construction emissions will be based on scheduling information (e.g., overall construction duration, phasing and phase timing) and probable construction activities (e.g., construction equipment type and quantity, workers, and haul trucks). Any additional information necessary to estimate emissions will be based on standardized approaches and Contractor's experience with similar trail projects, and will be determined in collaboration with the County, and USFS. The analysis will then evaluate the significance of the emissions based on the NSAQMD significance criteria and federal AQ conformity thresholds, as discussed below. A qualitative discussion associated with the project's potential health impacts from exposure to toxic air contaminants on proximate sensitive receptors will be prepared.

Based on similar projects, it is anticipated that following completion of the project, it could result in an incremental increase in visitors, as well as minimal intermittent trail maintenance activities (which may require use of off-road equipment and/or hand labor). CalEEMod will also be used to estimate criteria air pollutant emissions generated by mobile sources for operations of the project. Contractor assumes that project-specific information will be provided for mobile emissions and that one CalEEMod run will be able to capture all operational activity as it relates to the generation of criteria air pollutants. The estimated operational emissions will be compared to the significance thresholds established by the NSAQMD and federal AQ conformity thresholds, as discussed below.

Because the project is anticipated to a minimal increase in vehicle trips, it is assumed that project-related traffic would not generate substantial concentrations of criteria air pollutant emissions, specifically carbon monoxide hot spots. As such, we will provide a brief qualitative analysis of the project's potential to generate emissions that may adversely affect sensitive receptors or result in a carbon monoxide hotspot impact.

Additional Appendix G thresholds will also be evaluated, including the potential for the project to result in other emissions such as odors, or to impede attainment of the current NSAQMD air quality plan, specifically their Ozone Attainment Plan.

Regarding NEPA compliance, Contractor will evaluate potential air quality impacts based on the Council on Environmental Quality (CEQ) guidance. Annual construction and operational criteria air pollutant emissions will be presented in tabular form. Contractor will evaluate the significance of the criteria air pollutant emissions based on federal de minimis thresholds determined for the Mountain Counties Air Basin (in tons per year), which is the first step in the Clean Air Act General Conformity Analysis, also called the applicability analysis. Based on the anticipated project construction and operational activities, it is unlikely that project emissions would exceed the federal de minimis thresholds; therefore, a formal Clean Air Act General Conformity Analysis would not be required and is not included in the proposed scope.

Greenhouse Gas Assessment

ATTACHMENT A

The greenhouse gas (GHG) emissions assessment will estimate the GHG emissions associated with construction of the project using CalEEMod, based on the same construction scenario utilized in the air quality analysis. Project-generated operational GHG emissions that will be estimated will include those associated with mobile sources. Details of the analysis (e.g., annual GHG emission calculations) will be included in an appendix to the assessment.

Contractor will assess the significance of the project with respect to the Appendix G thresholds; specifically, whether a project would (a) generate GHG emissions, either directly or indirectly, that

may have a significant impact on the environment and (b) conflict with an applicable plan, policy or regulation adopted for the purpose of reducing GHG emissions. Notably, the NSAQMD does not have an established GHG threshold. As such, Contractor will coordinate with the County to determine an appropriate approach and CEQA threshold to use for the analysis. Our budget assumes that a simple emission-based threshold, such as the 1,100 metric tons of carbon dioxide equivalent per year (established by the Sacramento Metropolitan Air Quality Management District and Placer County Air Pollution Control Districts, both nearby jurisdictions) can be used.

Nevada County adopted an Energy Action Plan (EAP) in February 2019, which includes goals to accelerate energy efficiency, renewable energy, and water efficiency projects by residents, businesses, and public agencies. However, this EAP is not a Qualified GHG Emissions Reduction Plan under CEQA per the requirements outlined in the CEQA Guidelines, Section 15183.5(D); therefore, no CEQA document can tier from the County EAP. Although it is anticipated that the EAP strategies would likely not apply to the project, Contractor will discuss the project's consistency with the EAP for disclosure purposes. In addition, Contractor will discuss how the project complies with state regulations (Assembly Bill 32); Nevada County Transportation Commission's Regional Transportation Plan; and General Plan goals, objectives, and policies that help the District contribute to regional GHG reduction efforts. Contractor will provide a qualitative post-2020 analysis to evaluate whether the project would impede the attainment of the 2030 and 2050 reduction goals identified in Senate Bill 32 and Executive Order S-3-05, respectively.

Regarding the GHG emissions assessment for NEPA purposes, on February 19, 2021, the CEQ rescinded the June 2019 Draft NEPA Guidance on Consideration of GHG Emissions consistent with President Biden's EO 13990 and directs in the interim, to consider all available tools and resources in assessing GHG emissions and climate change effects, including the CEQ 2016 Final Guidance for Federal Departments and Agencies on Consideration of Greenhouse Gas Emissions and the Effects of Climate Change in NEPA Reviews, as appropriate. As the NEPA GHG guidance is evolving and CEQ has not yet released updates to the 2016 GHG Guidance, Contractor will closely monitor the guidance to ensure the NEPA analysis applies the appropriate analysis and as noted above, will include estimated annual direct and indirect GHG emissions associated with construction and operation of the project per best practices and as recommended in the 2016 GHG Guidance.

Energy

ATTACHMENT A

Contractor will prepare an energy assessment for the project per Appendix G of the CEQA Guidelines. Based on Appendix G of the CEQA Guidelines, the impact analysis will assess if the project would

(1) result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation, and (2) conflict with or

obstruct a state or local plan for renewable energy or energy efficiency. The proposed project will be assessed in regard to construction and operational energy consumption, which will be quantified to the extent estimation methods and project-specifics are available. Petroleum consumption will be estimated using CalEEMod and based on the same equipment and vehicle assumptions assumed in the air quality and GHG emissions analysis.

Environmental Assessment Sections

Contractor will prepare the air quality and GHG portions of the EA based on the AQ-GHG-Energy Technical Memorandum described above and the Council on Environmental Quality (CEQ) guidance. Annual construction and operational criteria air pollutant emissions from the AQ-GHG-Energy Technical Memorandum will be presented in tabular form, consistent with the assumptions in

the CEQA analysis prepared for the project. Contractor will evaluate the significance of the criteria air pollutant emissions based on federal de minimis thresholds determined for the Mountain Counties Air Basin (in tons per year), which is the first step in the Clean Air Act General Conformity Analysis, also called the applicability analysis. Based on the anticipated project construction and operational activities, it is unlikely that project emissions would exceed the federal de minimis thresholds; therefore, a formal Clean Air Act General Conformity Analysis would not be required and is not included in the proposed scope.

Regarding the GHG emissions assessment of the EA, on February 19, 2021, the CEQ rescinded the June 2019 Draft NEPA Guidance on Consideration of GHG Emissions consistent with President Biden's EO 13990 and directs in the interim, to consider all available tools and resources in assessing GHG emissions and climate change effects, including the CEO 2016 Final Guidance for Federal Departments and Agencies on Consideration of Greenhouse Gas Emissions and the Effects of Climate Change in NEPA Reviews, as appropriate. As the NEPA GHG guidance is evolving and CEQ has not yet released updates to the 2016 GHG Guidance, Contractor will closely monitor the guidance to ensure the EA applies the appropriate analysis. Based on best practices and as recommended in the 2016 GHG Guidance, direct and indirect GHG emissions associated with construction and operation of the project, as calculated in the AQ-GHG-Energy Technical Memorandum, will be presented in the analysis.

Task 2.5 E-Bike Analysis (if required)

If instructed to do so by the TNF, Contractor will complete an analysis of the current and potential impacts from e-bike use of the proposed trail. The analysis will address issues of additional noise, speed, crowding, trailbed erosion, and other measures of potential user conflict as a result of trail users riding e-bikes, along with reasonable steps to reduce potential for conflict. This analysis, if required, will be funded by Contractor and cost to be negotiated with TNF.

ATTACHMENT A

Task 3: NEPA Environmental Assessment Task 3.1 Scoping

Contractor will coordinate with USFS to conduct public scoping for preparation of the EA. This is expected to include one preparation meeting with CONTRACTOR and USFS, preparation of scoping notifications and a presentation, and one public virtual scoping meeting. The scoping notification will include the Project Description prepared under Task 1.2, a brief summary of the technical studies that will be prepared to evaluate the trail's environmental effects, a discussion of the environmental resource topics for which detailed analysis is expected to be included in the EA, and a summary of the environmental resource topics which are expected to be addressed in a "resources not evaluated in detail" section. All scoping comments received will be cataloged and characterized by environmental resource topic to ensure they are appropriately addressed in the EA. Contractor will prepare a scoping comment summary, which will be submitted to CONTRACTOR and USFS for review and comment and will be revised based on those comments. The approved scoping comment summary will be presented as an appendix to the EA.

Task 3.2 Draft Environmental Assessment

Contractor proposes to begin preparing a preliminary draft EA after the kickoff and cooperating agency meetings and to draft the document concurrently through the initial stakeholder and public involvement efforts to meet an expedited schedule. The preliminary draft EA will incorporate information from the project team coordination, cooperating agencies, and public scoping efforts as it becomes available. The preliminary draft EA will be drafted in accordance with NEPA, USFS Manual 1950, Handbook 1909.15, 36 Code of Federal Regulations (CFR) 220, 36 CFR 218 for NEPA implementation, and other relevant federal, state, and local laws and regulations.

Contractor will collaborate with USFS to develop action alternatives to the proposed project. This is expected to include consideration of modifying the trail alignment to better avoid any sensitive environmental resources identified through preparation of Technical Studies and project modifications that could help reduce the potential for conflicts between trail user groups.

The EA will include the following sections:

Introduction. This section will include information on the history of the project proposal, the considerations used in developing the proposed project alignment, background information on the existing Hole in the Ground Trail and Grouse Ridge Trail, a summary of the scoping and public notification process conducted by the USFS, and an overview of the organization and content of the Draft EA.

Project Purpose and Need. This section will consist of the Purpose and Need portion of the Purpose and Need and Proposed Alternative document developed under Task 1.2.

Alternatives. This section will provide a detailed description of the alternatives, including ones that have been considered but eliminated from detailed study. It will incorporate the Proposed Alternative portion of the Purpose and Need and Proposed Alternative document prepared under Task 1.2. It will also document all project design features and Avoidance and Minimization Measures that would

ATTACHMENT A

be incorporated into trail construction documents. Any additional action alternatives developed by Contractor and USFS will also be described in this section. Finally, this section will provide a summary table of the environmental consequences associated with each alternative.

Environmental Consequences. This section will describe the environmental effects of implementing the Proposed Alternative, any additional action alternatives, and the "no action" alternative. This section will include a brief discussion of "resources not considered in detail" (those resource areas, such as agriculture, environmental justice, and public services and utilities), where no substantial adverse effects are expected to occur. For those environmental resource topics that are evaluated in detail, this analysis will be organized by resource area and, within each section, the direct, indirect, and cumulative effects of the proposed action will be discussed, followed by the effects of each alternative selected for detailed study.

The resource descriptions will be quantitative wherever possible and of sufficient detail to serve as a baseline against which to measure the potential effects of implementing an action. Data collected, as well as any other relevant information, and/or other publicly available data will be used to define the affected environment, representative of the baseline conditions that will be subject to the analysis.

This information will be used to assess potential direct, indirect, and cumulative impacts from the range of action alternatives and the no action alternative on each resource.

The environmental consequences discussions will describe the known and predicted effects of the project related to the resource and other project issues identified during the scoping process. To help the decision makers understand how a resource will be affected by the project, the EA will focus on characterizing effects in terms of context (adverse or beneficial), intensity (negligible, minor, moderate, or major), and duration (short- or long-term). Impacts will be described quantitatively where possible.

The effects analysis must demonstrate that the USFS studied the impacts of the action. The level of detail will support reasoned conclusions by comparing the amount and degree of change, including a description of the analysis methodology by resource topic as agreed upon with USFS resource staff, so the reader can sufficiently understand how the analysis was conducted. The EA will include specific analysis of potential impacts due to the range of trail user groups that would be accommodated by the Project, including pedestrians, equestrians, bicycles, and, if requires, e-bikes. All costs for analysis of impacts due to use of e-bikes will be tracked separately from the analysis of impacts due to use of the trail by other trail user groups.

Agencies and Persons Consulted. This section will provide a list of preparers and agencies consulted during the development of the EA.

Appendices. The appendices will provide more detailed information to support the analyses presented in the EA.

Upon the USFS's approval of the preliminary draft EA, Contractor will produce the draft EA, including all appendices, for public comment. Contractor will ensure that the document is compliant with Section 508, which requires federal agencies like the USFS to ensure electronic and information technology is accessible to people with disabilities. Contractor will employ a rigorous internal quality assurance/quality control process that includes reviews for scientific and analysis accuracy, NEPA and scientific adequacy, consistency, and technical editing. Up to 12 hard copies and up to 25 electronic copies

ATTACHMENT A

will be produced for distribution to stakeholders. The USFS will receive a Word version of the draft EA, and a fully web-navigable Section 508-compliant PDF for the USFS TNF website.

Task 3.3 Final Environmental Assessment

A preliminary final EA will be drafted as soon as public comments have been compiled. All written substantive comments will be analyzed after closure of the public comment period. Contractor will work with the USFS to develop responses to public comments on the draft EA and include the responses to comments in the preliminary final EA. The preliminary final EA submittal/review/revision process with the USFS and cooperating agencies will follow the process and instructions outlined in the work plan. Contractor assumes no more than 30 distinct substantive comments will be received. Contractor recognizes that more than 30 separate comments may be received, but we expect that multiple commenters will raise the same or similar issues and by categorizing the comments by topic we can more efficiently respond to the entire body of public comments.

Upon USFS's approval of the preliminary final EA, Contractor will produce the final EA, including all appendices, and a draft Finding of No Significant Impact (FONSI). Up to 12 hard copies and up to 20 electronic copies will be produced for distribution to stakeholders. The USFS will receive a Word version of the final EA and FONSI, and a fully web-navigable Section 508-compliant PDF of the draft EA for the USFS website.

Task 4: Pre-Decisional Objection Procedures

Contractor will provide documentation, preparation, and assistance with the administrative review process in accordance with 36 CFR 218. This includes legal notice of the opportunity to object to or provide comments on the proposed project, instructions on how to obtain a copy of the final EA and instructions on how to obtain additional information on the proposed project or activities. The pre- decisional objection procedures will allow public objections to be made to the proposed project after the final EA is issued and before the FONSI is signed. Contractor will help minimize public objections by implementing a thorough public involvement effort throughout the NEPA process (e.g., public meetings, scoping, comment periods on documents) and documenting the public involvement efforts in the EA and administrative record.

Task 5: Maintain Project Records

A robust and detailed administrative record will demonstrate that the USFS made an informed decision based on the input from relevant sources, cooperating agencies, stakeholders, and the public. Contractor does not consider the administrative record an afterthought or follow-up item to quickly prepare at the end of the project. We propose to have a highly qualified project administrator assigned to this project who will catalogue all relevant documentation and references that were considered pertinent to the analysis and decision-making process. This effort will begin with the kickoff meeting and continue through the project so that the administrative record is ready for submittal to the USFS soon after the USFS issues a FONSI.

Task 6: Project Management and Meetings

Contractor will oversee preparation of the EA and ensure the project is completed according to the project schedule and budget. This scope of work assumes the project manager will be available for approximately 18 hours over the life of the project to participate in phone calls, conduct necessary email correspondence, attend a project initiation conference call, and

ATTACHMENT A

provide budget and schedule oversight. It is assumed that all meetings will be conducted electronically, and no in-person attendance will be required.

Contractor will facilitate quarterly team update meetings between the TNF, County, Contractor, and any other stakeholders. Additionally, Contractor will provide Progress Reports to the Nevada County Planning Director for will participate in a presentation to the Nevada County Board of Supervisors. Upon delivery of a signed decision from the TNF supervisor, Contractor will provide a summary report of the NEPA process efforts to the Nevada County Planning Director.

Table 1 on the following page outlines the number of weeks needed to complete each task. We will commence work once a fully executed contract is received.

ATTACHMENT A

Task	Task Duration
Project Initiation	1.5weeks
Draft Purpose and Need and Proposed Alternative	2.5 weeks
TTF and USFS review of Purpose and Need and Proposed Alternative	2weeks
Final Purpose and Need and Proposed Alternative	1.5weeks
Technical Studies	8 weeks from confirmation of the study area/project footprint, assuming data needs for AQ-GHG-Energy modeling are provided no more than 2 weeks from confirmation of the study area/project footprint.
Biological Resources Assessment	
Targeted Tree Assessment	
Cultural Resources Assessment	
AQ-GHG-Energy Analysis	
E-Bike Effects Assessment(if, required; not funded by County)	
Prepare Administrative Draft EA	2 weeks
TTF and USFS review	2weeks
Prepare Screen-check Draft EA	2weeks
TTF and USFS review	1week
Final Draft EA	1week
Draft EA Publication/Notification	1week
30-day public review	4.5weeks
Prepare responses to comments/Final EA	3.5weeks
TTF and USFS review	2 weeks
Finalize responses to comments/Final EA	2weeks
Environmental Document Total	36.5 weeks (from authorization to proceed)
Public Hearing(s)	TBD

ATTACHMENT A

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below in the not to exceed amount of \$100,000. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. 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:

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

Payments for services shall be billed monthly and shall not exceed the amounts per task defined below. Funds shall not exceed the total cost as defined below however, funds may be shared amongst each task if needed.

DESCRIPTION	COST
Task 1 Project Initiation and Purpose & Need	
1.1 Project Initiation	\$1,500
1.2 Purpose and Need & Proposed Alternative	\$3,200
Task 2 Technical Studies	
2.1 Biological Resource Assessment	\$18,250
2.2 Targeted Tree Assessment	\$8,700
2.3 Cultural Resource Assessment	\$17,250
2.4 AQ-GHG-Energy Technical Memo	\$9,830
Task 3 NEPA Environmental Assessment	
3.1 Public Scoping	\$2,250
3.2 Draft EA	\$17,320
3.3 Final EA	\$8,250
Task 4 Pre-Decisional Objection Procedures	\$3,200
Task 5 Maintenance of Project Records	\$2,200
Task 6 Project Management and Meetings	\$8,000
TOTAL COST:	\$98,950

ATTACHMENT A

Invoices

Invoices shall be submitted to County in a form with sufficient detail as required by County as follows:

- Description of Task performed
- Summary of hours per task
- Dates services were rendered
- Contract number

All work related to e-bikes shall be identified in Contractor's invoice and must include a zero-amount associated with the related work efforts. Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to:

Nevada County
County Executive Office
Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: Josh White
Email: joshua.white@co.nevada.ca.us
Phone: 530-470-2752

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.

ATTACHMENT A

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 **\$1,000,000** 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.
 - vii. **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.
 - viii. **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.
 - ix. **Professional Liability** (Errors and Omissions) Insurance covering **environmental assessment error and omission** with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.
- 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.

ATTACHMENT A

- 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.

ATTACHMENT A

- 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 case 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: Truckee Trails Foundation

Description of Services: Pines to Mines Environmental Assessment

SUMMARY OF MATERIAL TERMS

Max Multi-Year Price: \$100,000

FY 21/22 = [Click or tap here to enter text.](#)

FY 22/23 = [Click or tap here to enter text.](#)

Contract Start Date: 11/16/2021

Contract End Date: 6/30/2023

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)	
Professional Errors and Omissions(\$2,000,000)	
Type XXXXXXXX	

LICENSES AND PREVAILING WAGES

Designate all required licenses: Environmental Engineering

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County
County Executive Office
Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: Josh White
Email: Joshua.white@co.nevada.ca.us
Phone: 530-470-2752

CONTRACTOR:

Name of firm
Truckee Trails Foundation
Address PO Box 1751
City, St, Zip Truckee, CA 96160
Attn: Allison Pedley
Email: allison@truckeetrails.org
Phone: 530-587-8514

Contractor is a: (check all that apply)

- Corporation: Calif., Other, LLC,
- Non- Profit Corp Yes No
- Partnership: Calif., Other, LLP, Limited
- Person: Individ., 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