

## **CONTRACT FOR GOODS AND/OR SERVICES**

THIS AGREEMENT ("Agreement"), made this 22<sup>nd</sup> day of March 2022, between the Town of Frisco, a Colorado home rule municipal corporation, hereinafter referred to as "FRISCO" and Sno-Engineering, Inc, DBA: SE Group a New Hampshire Corporation, as an independent contractor, hereinafter referred to as "CONTRACTOR," provides as follows:

### **ARTICLE I SCOPE OF SERVICES**

Section 1.1 Services: CONTRACTOR agrees to perform the work, personal services and/or furnish the necessary equipment, supplies or materials in accordance with and/or as described in Attachment A hereto, hereinafter referred to as the "Project" or the "Scope of Services." Attachment A hereto is hereby incorporated by reference and made a part of this Agreement.

Section 1.2 Scope of Services: FRISCO agrees to retain CONTRACTOR to complete the Project. CONTRACTOR shall commence work upon direction to proceed and complete the Project on or before October 31, 2023. Additional services beyond those listed in Attachment A, if requested, shall be provided only when authorized in writing by FRISCO. FRISCO reserves the right to extend this CONTRACT FOR GOODS AND/OR SERVICES to include future project phases associated with this project.

Section 1.3 Independent Contractor: CONTRACTOR shall at all times control the means and manner by which CONTRACTOR performs the work, subject to FRISCO's right to monitor, evaluate and improve such work. CONTRACTOR shall at all times be and act as an independent contractor and not as an employee of FRISCO.

Section 1.4 Warranty of Contractor: CONTRACTOR warrants that title to all services, materials and equipment covered and paid for under this Agreement will pass to FRISCO either by incorporation in the Project or upon the receipt of payment by CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no services, materials or equipment paid for under this Agreement will have been acquired by CONTRACTOR, or by any other person performing services at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

### **ARTICLE II ADMINISTRATION OF THIS AGREEMENT**

Section 2.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project,

in accordance with generally accepted standards and practices of the industry, and warrants all materials incorporated in the Project to be free from defect of material or workmanship and conform strictly to the specifications, drawings or samples specified or furnished. This Section 2.1 shall survive any inspection, delivery, acceptance or payment by FRISCO.

Section 2.2     Oversight: All of the work associated with the Project shall be performed under the direction of Susan Lee, Senior Planner; it is expressly understood and agreed that some of the work may have commenced prior to the formal execution of this Agreement, in which event such work is incorporated into the Project and is deemed to have been and is authorized by this Agreement.

Section 2.3     Ownership and Use of Documents:

(a)     Any documents prepared by CONTRACTOR, and copies thereof furnished to other parties are for use solely with respect to this Project. They are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FRISCO. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by the CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(b)     CONTRACTOR, and any subcontractor or supplier or other person or organization performing or furnishing any work for the Project under a direct or indirect contract with FRISCO (i) shall not have or acquire any title to or ownership rights in any of any documents (or copies of documents) prepared in connection with the Project by a design professional and (ii) shall not reuse any of such documents or copies for extensions of the Project or any other project without written consent of FRISCO and the design professional and specific written verification or adaption by the design professional.

(c)     Notwithstanding the provisions of Sections 2.3(a) and (b) above, FRISCO reserves the right to utilize any documents generated in connection with the Project by CONTRACTOR for other projects, provided that CONTRACTOR is not held liable for future project applications other than the Project described pursuant to this Agreement. FRISCO shall not convey any such documents generated by CONTRACTOR to a third party or use any such documents in a manner adverse to the CONTRACTOR.

Section 2.4     Insurance:

(a)     CONTRACTOR agrees to procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by CONTRACTOR under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law.

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall name FRISCO, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(c) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Section 2.4(c).

(d) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If CONTRACTOR has no owned automobiles, the requirements of this Section 2.4(d) shall be met by each employee of CONTRACTOR providing services to FRISCO under this Agreement.

(e) The insurance policies required by Sections 2.4(a), (b) and (d) shall name FRISCO, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(f) Every policy required under this Section 2.4 shall be primary insurance, and any insurance carried by FRISCO, its officers, or its employees, or carried by or provided through any insurance pool of FRISCO, shall be excess and not contributory insurance to that provided by CONTRACTOR. CONTRACTOR shall be solely responsible for any deductible losses under any policy required above. All insurance policies must be written by a reputable insurance company with a current Best's Insurance Guide Rating of A- or better and authorized to do business in the State of Colorado.

(g) Prior to commencement of this Agreement, CONTRACTOR shall provide FRISCO with a certificate of insurance completed by CONTRACTOR's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that

the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to FRISCO. The completed certificate of insurance shall be sent to:

Town of Frisco  
P.O. Box 4100  
Frisco, Colorado 80443  
Attn: Leslie Edwards

(h) CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of CONTRACTOR's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which FRISCO may immediately terminate this Agreement, or at its discretion FRISCO may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by FRISCO shall be repaid by CONTRACTOR to FRISCO upon demand, or FRISCO may withhold the cost of the premiums from any monies due to CONTRACTOR from FRISCO.

(i) The parties hereto understand and agree that FRISCO is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to FRISCO, its officers, or its employees.

Section 2.5 Indemnification:

(a) CONTRACTOR shall indemnify and hold harmless FRISCO and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to copyright infringement, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any person described in this Section 2.5(a).

(b) In any and all claims against FRISCO or any of its agents or employees by any employee of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose act any of them

may be liable, the indemnification obligation under this Section 2.5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's or workman's compensation actions, disability benefit acts or other employee benefit acts.

Section 2.6     Subcontractor: CONTRACTOR shall, as soon as practicable after the signing of this Agreement, notify FRISCO in writing for FRISCO's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor.

Section 2.7     Termination of Agreement:

(a)       This Agreement may be terminated by either party upon thirty (30) days' written notice, provided that such termination is based upon a substantial failure by the other party to perform in accordance with the terms in this Agreement. Failure to proceed in a timely manner, and/or deviation from the aforesaid Agreement without prior written approval of FRISCO, shall constitute authority for issuance of a termination notice, except wherein circumstances beyond the control of CONTRACTOR shall warrant alteration, adjustment or deviation from this Agreement. In the event of termination, FRISCO will pay CONTRACTOR for all services performed to date of termination. If payment is otherwise due upon completion, FRISCO will pay CONTRACTOR for the pro rata value of the completed portion of the Project that will be incorporated into the Project. FRISCO will require the release of all lien rights as a condition of such payment.

(b)       Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FRISCO's obligations under this Agreement are subject to annual appropriation by the Town Council of FRISCO. Any failure of a Town Council annually to appropriate adequate monies to finance FRISCO's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 2.8     Binding Effect: FRISCO and CONTRACTOR each bind itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FRISCO nor CONTRACTOR shall assign or transfer its interest in this Agreement without the written consent of the other.

Section 2.9     Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and/or e-mail addresses are provided for convenience only.

FRISCO:

Town of Frisco  
P.O. Box 4100  
Frisco, Colorado 80443  
Attn: Susan Lee  
Electronic mail: susanl@townoffrisco.com

CONTRACTOR:

Sno-Engineering, Inc, DBA: SE Group  
PO Box 2729  
Frisco, CO 80443  
Attn: Ashley Smith  
Electronic mail: asmith@segroup.com

### **ARTICLE III**

#### **RESPONSIBILITIES OF FRISCO**

Section 3.1 Project Materials: FRISCO shall make available data related to the Project, including design specifications, drawings and other necessary information. Data so furnished to CONTRACTOR shall be furnished at no cost, and shall be returned to FRISCO at the earliest possible time.

Section 3.2 Access to Property and Records: FRISCO shall provide CONTRACTOR with access to public property as required and necessary to complete the contract. To the extent required by law, FRISCO and CONTRACTOR agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-101, *et seq.* CONTRACTOR agrees to hold FRISCO harmless from the disclosure of any records that FRISCO reasonably believes it is legally required to disclose.

Section 3.3 FRISCO's Representative: FRISCO shall designate, in writing, a representative who shall have authority to act for FRISCO with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FRISCO's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONTRACTOR's services.

Section 3.4 Verbal Agreement or Conversation: No verbal agreement or conversation with any officer, agent or employee of FRISCO, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

### **ARTICLE IV**

#### **COMPENSATION FOR SERVICES**

Section 4.1 Compensation: CONTRACTOR shall be compensated for its services under this agreement on a time and materials basis, but in no event to exceed the sum of \$240,500.00. A schedule of hourly rates and reimbursable expenses for the CONTRACTOR's work under this Agreement is set forth in Attachment B hereto.

Attachment B hereto is hereby incorporated by reference and made a part of this Agreement.

Section 4.2 Payment: FRISCO shall pay CONTRACTOR monies due under this Agreement within thirty (30) days after invoice date, provided such amounts are not in dispute or the subject of setoff.

**ARTICLE V**  
**PROHIBITION ON EMPLOYING OR CONTRACTING WITH WORKERS**  
**WITHOUT AUTHORIZATION**

Section 5.1 The CONTRACTOR hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the “Programs”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

Section 5.2 The CONTRACTOR shall not knowingly employ or contract with a worker without authorization to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

Section 5.3 The CONTRACTOR has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

Section 5.4 The CONTRACTOR is prohibited from using the Programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

Section 5.5 If the CONTRACTOR obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with a worker without authorization, the CONTRACTOR shall: (a) notify the subcontractor and the FRISCO within three (3) days that the CONTRACTOR has actual knowledge that the subcontractor is knowingly employing or contracting with a worker without authorization; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the worker without authorization; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to

establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

Section 5.6                      The CONTRACTOR shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

Section 5.7                      Any violation of the provisions of this paragraph shall be deemed to be a material breach of this Agreement and FRISCO may immediately terminate this Agreement for cause based on such violation. If this Agreement is so terminated, the CONTRACTOR shall be liable for actual and consequential damages to FRISCO pursuant to C.R.S. § 8-17.5-102(3) and FRISCO shall notify the office of the Secretary of State of such violation/termination.



**ARTICLE VI**  
**MISCELLANEOUS**

Section 6.1     Colorado Law: This Agreement is to be governed by the laws of the State of Colorado.

Section 6.2     Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties.

Section 6.3     Counterparts: This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 6.4     No Third Party Benefit: This Agreement is between FRISCO and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

FRISCO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Deborah Wohlmuth, Town Clerk

CONTRACTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTACHMENT A  
TO  
CONTRACT FOR GOODS AND/OR SERVICES  
  
SCOPE OF SERVICES**

The TOF is proposing the enhancement of recreational trails within the lands located south and east of the Town, informally known as Frisco's Backyard. In addition to the expansion of recreational trails, TOF would like to incorporate a strategic plan to reduce the forest fuels within the wildland urban interface (WUI) adjacent to the town. This project would not only provide more recreational pursuits for the local community but also create safer and healthier forested lands that would prevent catastrophic wildfire from occurring.

Because the project area is located entirely on lands managed by the Dillon Ranger District of the WRNF, this project is subject to review under NEPA. At this time SE Group assumes that the WRNF will provide any preliminary reports and digital maps that have been completed for wildfire mitigation, resource surveys, or other information for the Backyard project area. For purposes of this proposal, we assume SE Group and our subcontractors will complete all necessary fieldwork and reporting. Should the WRNF not require our support for any portions of fieldwork or analysis, we will reduce our costs commensurate with the task line items removed from our SOW.

Below is a description of anticipated fieldwork, resource analysis, and documentation needed to complete the NEPA process. The exact project area is currently not finalized; however, based on a preliminary mapping assessment we are assuming the project area will be approximately 230 acres. SE Group also assumes that the project will be analyzed through an EA and a 'streamlined' Notice of Proposed Action (NOPA) process (i.e., one single EA will be prepared, rather than both a Draft EA and a Final EA). Should the WRNF decide that additional fieldwork or analysis is required, if the project area is modified from our assumption, or if the NEPA process is changed to a traditional EA process, this scope of work (SOW) and contract will be amended.

### **Phase 1: Project Management**

SE Group maintains a project management budget to address the needs of TOF, WRNF, and our subconsultants. This SOW assumes a project duration of 12 months from signed notice to proceed and assumes up to one hour of conference calls biweekly with the WRNF, TOF, or both. In addition, two four-hour onsite kickoff meetings with the TOF and/or WRNF are included.

### **Phase 2: Pre-NEPA/Development of Proposal for USFS Consideration**

SE Group will prepare the WRNF proposal application, which the TOF will ultimately transmit to the WRNF to request initiation of the NEPA process. Because SE Group assisted TOF with developing the 2017 Trails Master Plan, we will be able to incorporate all relevant existing trails data from that plan into the proposal to the WRNF. SE Group will also make high-level recommendations on sustainability and improvements of TOF's proposed trails, and offer suggestions on critical new trail connections. We understand that Pete Swenson has completed conceptual trail planning in the project area, and we look forward to leveraging our existing relationship with Pete to refine and finalize the trail alignments with forest health in mind. Further, we plan to utilize our team's vast experience in mountain planning to share insights on how forest health could compliment winter recreation (e.g., Nordic skiing, fat biking, backcountry skiing). We believe there is a unique opportunity to utilize thinning to create intentional glades in this popular backcountry ski zone. One field day attended by TOF and two SE Group staff is expected to assist in the inventory of existing and proposed trails in the project area.

SE Group will work directly with ERIA Consultants (see Phase 5 below) to establish current and desired hazardous fuel conditions as well as preliminary treatments. We will then conduct a public meeting with the TOF and its stakeholders to identify key public issues with the project, both trails and fuels components, that may influence TOF's application.

Following the public meeting, TOF and SE Group will incorporate modifications to the proposal and SE Group will develop the WRNF application. Included in this application will be a preliminary operations and maintenance plan. SE Group assumes the TOF will provide the framework of this plan that SE Group will then refine and include in the application.

SE Group will also develop a draft Study Plan that will identify roles and responsibilities, detail the NEPA process, and list the analyses we expect the WRNF will require as part of the NEPA process.

This Phase assumes one round of edits on the proposal application by TOF prior to submission to WRNF, and one round of edits from the WRNF prior to acceptance. This Phase is considered complete with the official acceptance of the proposal application by the WRNF.

### **Phase 3: GIS/Mapping**

SE Group will prepare one GIS map to accompany the project proposal submission to the WRNF. SE Group will also prepare a disturbance theme to calculate the anticipated disturbance associated with the project, provide mapping support for the fieldwork and technical reporting, and prepare maps for inclusion in the NOPA, EA, and Decision Notice (DN), if appropriate.

SE Group typically produces online Story Maps for WRNF EA projects. These Esri-hosted online platforms guide the visitor through the project-specific NEPA process and provide interactive mapping to allow the visitor to learn more about the project design and potential resource issues. SE Group will prepare a Story Map for the Frisco Backyard Trails and Fuels Reduction project.

### **Phase 4: Scoping**

SE Group will prepare the NOPA for WRNF review, assuming one round of WRNF comments. Once reviewed and completed, SE Group will make the NOPA available to the public for comment and publish a legal notice. The NOPA will initiate a 30-day combined public review/comment period. One public open house will be conducted during this time.

At the conclusion of the 30-day scoping/comment period, the WRNF will transmit comments received from the public to SE Group for review and synthesis. For this project and budget, we anticipate receiving no more than 20 comments from the public during the scoping process. Should more than 20 comments be received, or if comments require a post-scoping IDT meeting/alternatives development or result in additional analysis not anticipated in this SOW, this SOW and contract may need to be amended.

As part of this Phase SE Group will also incorporate information gleaned from internal and public scoping and update the Study Plan to a final version for the WRNF decision maker's signature.

### **Phase 5: Fieldwork, Data Collection, and Reporting**

SE Group and our subcontractors will complete fieldwork and analysis in spring and summer 2022 to study the project area. The area requiring survey is assumed to be 230 acres; additional acres may require an amendment to this SOW and contract. Surveys, data collection, technical reports, and analyses are included in this SOW for the following resources:

#### **Botany and Noxious Weeds – Peak Ecological Services, LLC**

Peak Ecological's botanical fieldwork will focus on Federally listed and Forest Service sensitive plant species. If rare plants are encountered, information will be collected including GPS coordinates; photograph(s); lists of associated species; description of landform, slope, and aspect; estimates of population size; and habitat and community descriptions. A Biological Assessment/Biological Evaluation (BA/BE) Short Form will be prepared to satisfy reporting requirements of the

Forest Service that provides a determination effect for each species as well as recommendations for mitigating adverse effects.

Noxious weeds will be GPSed, mapped, and described to degree of infestation, species name, and number of plants. A short memo will be generated documenting the findings of the noxious weed survey, environmental consequences of the Proposed Action, and recommended project design criteria (PDC).

*Wetlands and Waters of the United States – Peak Ecological Services, LLC*

During the botanical fieldwork described above, Peak Ecological will also delineate all wetlands, streams, and other waters of the United States (U.S.) within the project area in accordance with the 1987 US Army Corps of Engineers Wetland Delineation Manual and 2010 Mountain West Regional Supplement, including flagging of wetland boundaries and completion of USACE data forms. The wetland flagging will be surveyed with a sub-meter Trimble GPS unit and the spatial data provided to the Forest Service.

Peak Ecological will prepare a Wetland Specialist Report that will include a discussion of vegetation, soils, and hydrology for wetlands and other waters of the U.S.; identify any special wetland resources such as fens; and disclose potential direct, indirect, and cumulative impacts of the proposed projects on the wetlands. Suggested PDC will also be provided.

*Cultural Resources – Metcalf Archaeological Consultants, Inc.*

Metcalf will conduct a Class III inventory on all 230 acres of the project area; at this time a preliminary check of the State's online record indicates that historic mines, including previously recorded eligible site 5ST450 (Masontown townsite), are present. This SOW assumes that six sites other than the Masontown townsite will also be recorded, along with 12 isolated finds such as scattered prospects and isolated historic artifacts. Following field survey, Metcalf will prepare a Cultural Resource Report that documents the results of the survey, meets WRNF standards, and can be used by the WRNF to satisfy Section 106 consultation with the State Historic Preservation Office.

Should fewer acres require field survey or the WRNF determines that a Class I inventory is sufficient for this project, this task will be modified and the budget reduced commensurate with these changes.

*Wildlife and Fisheries – Rocky Mountain Ecology, LLC*

Rocky Mountain Ecology will conduct a habitat characterization survey for all species. Two target species survey options have been included in the Rate Schedule: Wildlife Option 1 includes raptor nest surveys and Wildlife Option 2 includes boreal owl surveys. It is assumed that these target species survey Options, if required, will be conducted concurrent with the habitat characterization survey. Occurrences will be documented with GPS. A BA/BE Short Form will be prepared to satisfy reporting requirements of the Forest Service that provides an effects

determination (either No Effect or May Affect Not Likely to Adversely Affect) for each species as well as recommendations for mitigating adverse effects. Should a traditional BE be required, Wildlife Option 3 will be necessary for the costs associated with the more extensive reporting requirements.

*Forest Health and Fuels – ERIA Consultants LLC*

ERIA Consultants will use unmanned aerial vehicles (UAVs) to collect high-resolution ground sample distance multispectral imagery for a 129-acre forested area. Two sets of imagery will be updated: 1) pre-forest treatment and 2) post-forest treatment. In addition, fieldwork will be conducted and non-destructive forest sample plots will be established with GPS at a 1 percent sample intensity by forest stand. Data recorded during fieldwork will include such computing metrics as basal area, trees per acre, and quadratic mean diameter. Forest Vegetation Simulation (FVS) software will be used to compute forest metrics by stand, and forest fuels will be assessed by both FVS and FlamMap. A comprehensive report illustrating Forest Health issues, standing forest volume, and forest fuels, as well as forest treatment scenarios will be included.

*Recreation and Scenery – SE Group*

SE Group will prepare a quantitative analysis describing the existing trails and unofficial trail use in the project area, as well as qualitatively describe other uses in both summer and winter seasons. Impacts to recreation will also be described, including quantitative changes to the trails network, and impacts to the experience of users in the area. SE Group will identify the existing Scenic Integrity Objectives and determine whether the project would comply with these objectives. Visual simulations would require an amendment to this SOW.

**Phase 6: EA and Draft Decision Document Preparation**

SE Group will be responsible for the preparation of one EA for the WRNF. In addition, a separate Response to Comments on the NOPA document will be prepared that will not be published in the EA but would be provided on the project website and/or in the project file. SE Group will then submit the EA to the WRNF for review by their respective specialists assigned to the project. We assume the WRNF will provide one round of comments on the EA. Once the WRNF has reviewed the EA, SE Group will be responsible for one round of revisions and the preparation of the document that will be transmitted to the public.

SE Group will minimize the publication costs of hardcopy materials through the use of the Forest Service's website and electronic files, including development of an online Story Map (refer to Phase 3). SE Group will produce 8 hardcopy EA documents. Should the WRNF determine that a Finding of No Significant Impact (FONSI) can be reached, SE Group will prepare the draft DN. Concurrent with the distribution of the EA and Draft DN/FONSI, SE Group will also publish a legal notice in the appropriate paper.

The publication of the legal notice will initiate the 45-day pre-decisional objection period. Should an objection(s) be received, SE Group will amend this SOW as the current fees do not include the time that may be necessary to assist the Forest Service with objections.

**Phase 7: Final Decision Document**

Subsequent to the 45-day objection period and potential 45-day objection resolution period, SE Group will prepare the Final DN for approval and publication. We assume we will prepare 8 hardcopies of the Final DN.

**ATTACHMENT B  
TO  
CONTRACT FOR GOODS AND/OR SERVICES  
HOURLY RATE AND REIMBURSABLE EXPENSES SCHEDULES**



SE Group's Hourly Rates

<i>Principals/Directors</i>	<i>\$185 to \$250</i>
<i>Senior Associates</i>	<i>\$145 to \$190</i>
<i>Associates</i>	<i>\$115 to \$160</i>
<i>Professional Staff</i>	<i>\$90 to \$140</i>
<i>Administrative Support</i>	<i>\$85 to \$135</i>

Peak Ecological's Hourly Rates

<i>Principal Ecologist/Botanist</i>	<i>\$130</i>
<i>Principal Soil Technician</i>	<i>\$115</i>
<i>Ecology Field Technician</i>	<i>\$85</i>

Metcalf's Hourly Rates

<i>Principal Investigator</i>	<i>\$105</i>
<i>Project Director</i>	<i>\$90</i>
<i>Staff Archaeologist</i>	<i>\$75</i>
<i>Administrative Support</i>	<i>\$75</i>
<i>GIS Specialist</i>	<i>\$80</i>

Rocky Mountain Ecology's Hourly Rates

<i>Field Supervisor/Senior Ecologist</i>	<i>\$90</i>
<i>Field Technician</i>	<i>\$60</i>

ERIA Consultants Hourly Rates

<i>Robin Doner</i>	<i>\$100</i>
<i>Dr. Michael Tuffly</i>	<i>\$115</i>