

Administering Agency: Truckee Library Joint Powers Authority

Contract No. _____

Contract Description: Truckee Library Project Development and Value Engineering Support

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of May 20, 2026 by and between the Truckee Library Joint Powers Authority ("JPA"), and Acumen Engineering, LLC ("Consultant"), who agree as follows:

- 1.0 Services** Subject to the terms and conditions set forth in this Contract, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
- 2.0 Payment** JPA shall pay Consultant 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 Consultant for services rendered pursuant to this Contract. Consultant shall submit all billings for said services to JPA 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 Consultant uses for billing clients similar to JPA. **The amount of the contract shall be \$39,700 with a contingency of \$3,970, not to exceed \$43,670 (Forty-three thousand six hundred seventy dollars).**
- 3.0 Term** This Contract shall commence on 5/20/2026. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 12/31/2026.
- 4.0 Facilities, Equipment, and Other Materials** Consultant 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.
- 5.0 Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
- 6.0 Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
- 7.0 Time for Performance** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute a material breach of this contract. Consultant shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Consultant'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.
- 8.0 Relationship of Parties**

8.1 Independent Consultant

In providing services herein, Consultant, and the agents and employees thereof, shall work in an independent capacity and as an independent Consultant and not as agents or employees of JPA. Consultant 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 Consultant shall perform the work required herein free from the control and direction of JPA, and that the nature of the work is outside the usual course of the JPA's business. In performing the work required herein, Consultant shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to JPA employees. Consultant shall hold JPA harmless and indemnify JPA against such claim by its agents or employees. JPA makes no representation as to the effect of this independent consultant relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such determination. Consultant 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.

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

8.3 Indemnification of CalPERS Determination In the event that Consultant or any employee, agent, or subcontractor of Consultant 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 JPA, Consultant shall indemnify, defend, and hold harmless JPA for all payments on behalf of Consultant 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 JPA.

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

Consultant 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 Consultant under this Contract. Failure of Consultant 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 JPA may elect to suspend payments hereunder, or terminate this Contract, or both.

10.0 Licenses, Permits, Etc. Consultant represents and warrants to JPA that Consultant 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 Consultant to practice its profession at the time the services are performed.

11.0 Hold Harmless and Indemnification

11.1 Definitions. For purposes of this Section, "Consultant" shall include its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed

by either Consultant or its subcontractors, in the performance of this Agreement. "JPA" shall include JPA, its officials, officers, agents, employees and volunteers.

11.2 Consultant to Indemnify JPA. Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify and hold harmless, the JPA, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the JPA, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the JPA, then Consultant's indemnification obligations shall be reduced in proportion to the established comparative liability of the JPA and shall not exceed the Consultant's proportionate percentage of fault as provided for in Civil Code Section 2782.2.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify and hold harmless the JPA, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the JPA, its officers, officials, employees and volunteers.

11.3 Scope of Indemnity. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify JPA for such loss or damage as is caused by the sole active negligence or willful misconduct of the JPA. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

11.4 Defense Costs: Notwithstanding any other provision of this Agreement, Consultant shall have no immediate duty to defend the JPA. However, to the fullest extent permitted by law, Consultant shall reimburse the JPA for reasonable attorneys' fees, expert fees, and other defense costs incurred by the JPA to the extent such costs arise from claims caused by the negligent acts, errors, or omissions, recklessness, or willful misconduct of Consultant or its officers, employees, agents, or subcontractors in the performance of this

Agreement. Consultant's obligation to reimburse defense costs shall be limited to Consultant's proportionate share of fault as determined by agreement of the parties or final adjudication.

11.5 Waiver of Statutory Immunity. The obligations of Consultant under this Section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to JPA. Notwithstanding the foregoing, in no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

11.6 Indemnification by Subcontractors. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

11.7 Insurance Not a Substitute. JPA does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11.8 Civil Code. The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section complies therewith.

12.0 Standard of Performance Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants practicing in the same or similar locality under the same or similar circumstances. No other representation or warranty, express or implied, is included or intended in this Agreement.

13.0 Accessibility It is the policy of the JPA that all JPA 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 Consultant to provide JPA contracted services directly to the public, Consultant shall certify that said direct Services are and shall be accessible to all persons.

14.0 Nondiscriminatory Employment Consultant 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.

15.0 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.

16.0 Political Activities Consultant shall in no instance expend funds or use resources derived from this Contract on any political activities.

17.0 Financial, Statistical, and Contract-Related Records:

- 17.1 Books and Records** Consultant shall maintain statistical records and submit reports as required by JPA. Consultant 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.
- 17.2 Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Consultant shall make all of its books and records available for inspection, examination or copying, to JPA, 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.
- 17.3 Audit** Consultant 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 Consultant who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by JPA or State, at reasonable times during normal business hours. Any audit may be conducted on Consultant's premises or, at JPA's option, Consultant shall provide all books and records within fifteen (15) days upon delivery of written notice from JPA. Consultant 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.

18.0 Termination

- 18.1** 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 JPA may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- 18.2** If Consultant 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, JPA may terminate this Contract by giving **five (5) calendar days written notice to Consultant.**
- 18.3** 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 Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Consultant 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 Consultant has no control.
- 18.4** Notwithstanding anything to the contrary herein, if state or federal funds that JPA intended to use for payment under this Contract are canceled, reduced, or otherwise made unavailable, or if the JPA, for any reason, lacks sufficient funds to meet its payment obligations under this Contract, JPA shall have the right to immediately terminate this Contract upon written notice to Consultant. In such an event, JPA shall compensate Consultant for all services satisfactorily performed up to the date of termination in accordance with the terms of this Contract, and Consultant shall have no further claims

against JPA due to such termination. If termination occurs due to funding unavailability, Consultant shall, with mutual agreement in writing by both Parties, prior to termination, be compensated for convenience provisions, including reasonable termination expenses.

In the event this Contract is terminated:

18.5 Consultant 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.

18.6 JPA shall have full ownership and control of all such writings delivered by Consultant pursuant to this Contract.

18.7 JPA shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Contract not to exceed the amount documented by Consultant and approved by JPA 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, JPA shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Contract. In this regard, Consultant shall furnish to JPA such financial information as in the judgment of the JPA is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which JPA may have in law or equity.

19.0 **Intellectual Property** To the extent JPA 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 Consultant (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Consultant by JPA, shall be the property of JPA, and upon fifteen (15) days demand therefor, shall be promptly delivered to JPA without exception. If JPA uses the Instruments of Service without retaining the Consultant, JPA shall indemnify and hold Consultant harmless from claims arising from such reuse.

20.0 **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.

21.0 **Conflict of Interest** Consultant certifies that no official or employee of the JPA, nor any business entity in which an official of the JPA has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Consultant agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by JPA. This includes prior JPA employment.

22.0 **Entirety of Contract** This Contract contains the entire Contract of JPA and Consultant with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.

23.0 **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.

24.0 **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.

- 25.0 Compliance with Applicable Laws** Consultant 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.
- 26.0 Additional Consultant Responsibilities** Consultant will immediately notify JPA of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Consultant agrees to work cooperatively with JPA in response to any investigation commenced by JPA with regard to this Contract or the clients served herein, including providing any/all records requested by JPA related thereto.
- 27.0 Dispute Resolution** Claims or disputes arising out of this Agreement shall first be addressed through good faith negotiation between the parties. If unresolved, the matter shall be submitted to mediation as a condition precedent to litigation. If mediation does not resolve the dispute, either party may pursue remedies available at law or equity. Arbitration may be used if mutually agreed to in writing by both Parties.

28.0 **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:

Truckee Library JPA:

JPA
Nevada County Facilities Department
Address: 950 Maidu Ave.
City, St, Nevada City, CA, 95959
Zip
Attn: Joshua White
Email: Joshua.white@nevadacountyca.gov
Phone: 5305596556

CONSULTANT:

Name of firm
Acumen Engineering, LLC
Address 4395 Combs Canyon Road
City, St, Carson City, NV 89703
Zip
Attn: Debbie Jenkins
Email: djenkins@acumenengr.com
Phone: (775) 843-5626

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

Executed as of the day first above stated:

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

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

Truckee Library JPA:

By: _____ Date: _____

Printed Name/Title: Jennifer Callaway, Board Chair

By: _____

Attest: Kelly Carpenter, Clerk of the Truckee Library Joint Powers Authority

CONSULTANT: Acumen Engineering, LLC.

By: _____ Date: 5-20-2026

Name: Debbie Jenkins

* Title: President

By: _____ Date: _____

Name: _____

* Title: _____

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

Exhibits

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

EXHIBIT A

SCHEDULE OF SERVICES

Task 1: Communication Liaison and Design Coordination:

Consultant shall provide communication and coordination services to support efficient decision-making between the Project Partners (Town of Truckee, Nevada County, and Friends of the Truckee Library) and the project design team led by JK Architecture & Engineering (JKAE). Compensation for this task assumes 20 hours per month of time spent by Consultant's Senior Project Manager over the course of 7-1/2 months from April 15, 2026 through November 30, 2026 consistent with the JKAE design schedule which identifies completion of construction drawings in late November of 2026.

- a) **Single Point of Contact:** Consultant shall serve as the initial single point of contact for JKAE for project-related inquiries, including design questions, clarifications, and coordination needs.
- b) **Inquiry Management and Response:** Review and respond to routine design inquiries in a timely manner consistent with the project schedule.
- c) **Partner Coordination**
 - i) Engage Project Partners as needed for substantive design decisions requiring input or approval.
 - ii) Reduce reliance on full-team coordination meetings by managing day-to-day communications and decision flow.
 - iii) Facilitate Design update presentations to the Truckee Library Joint Powers Authority at key design milestones and as needed throughout the life of the contract.
- d) **Documentation and Reporting**
 - i) Maintain a log of inquiries received and responses provided.
 - ii) Provide regular summary updates to Project Partners via email or other agreed-upon format, documenting:
 - (1) Questions received from JKAE
 - (2) Direction provided
 - (3) Items requiring follow-up or partner input
- e) **Schedule Support**
 - i) Monitor responsiveness to design inquiries to support adherence to the JKAE deliverable schedule.
 - ii) Identify and communicate to the Project Partners any potential delays related to decision-making or coordination.
- f) **Attendance at CMT meetings**
 - i) Consultant will attend JKAE facilitated Core Management Team (CMT) meetings between the project partners and design team.

Task 2: Value Engineering Coordination and Assistance

Consultant shall assist in planning and organizing Value Engineering (VE) meetings between subject matter experts and the JKAE design team following submittal of Design Development (DD) plans and construction cost estimates by JKAE. Compensation for this task is based upon an assumption of up to five subject matter expert meetings with JKAE, and coordination of up to 12 individual subject matter experts requiring 40 hours of time by the Consultant's Senior Project Manager.

g) Identify Value Engineering Subject Matter Experts

- i) In conjunction with the project partners, develop a list of potential Nevada County, Town of Truckee, and other local government in-house staff, along with other consultants and contractors who can be requested to provide Value Engineering input on the project.
- ii) In conjunction with the project partners, confirm availability and willingness to participate on a pro bono basis.

h) Outreach and Solicitation

- i) In conjunction with the project partners, contact selected SMEs and request participation.
- ii) Provide project overview and expectations.
- iii) Disclose conflict-of-interest limitation (preclusion from future bidding).
- iv) Confirm participation timing and expectations.
- v) In conjunction with JKAE, provide on line access to DD plans and cost estimates to SMEs for review.
- vi) Provide guidance to SME's on feedback format and focus areas.

i) Facilitate Meetings

- i) Group subject matter expert meetings with JKAE by areas of specialty (ie. Civil, Structural, Mechanical, Electrical, Plumbing, Architectural, Building Management Systems). Lead and support SME/JKAE coordination meetings with 1 meeting per specialty area.
- ii) Ensure discussions remain focused on cost savings and project goals.

a) Documentation and Recommendations

- i) Compile any written subject matter expert input received.
- ii) Summarize ideas, and recommendations from SME/JKAE meetings.
- iii) Prepare a bullet point list of:
 - (1) Potential cost-saving measures
 - (2) Design implications
 - (3) Implementation considerations
- iv) In conjunction with JKAE, present cost saving options to the Project Partners for acceptance or rejection, and coordinate with JKAE as needed for incorporation into project design.

Task 3: Potential Additional Services (Optional)

If directed by the Project Partners, Consultant shall lead or assist with or lead one or more of the following additional project development tasks:

- a) Management of municipal bond sale.

- b) Formation and presentation to JPA board of construction funding agreements between the JPA and the Friends of the Truckee Library.
- c) Preparation of Division 0 and Division 1 sections of the construction contract specifications.
- d) Selecting a Construction Management team (including special inspectors) for the construction phase of the project.
- e) Assisting with the construction bidding process.
- f) Acquiring a driveway access easement from the Truckee Donnor Recreation and Park District (TDRPD)
- g) Assist with Truckee River Legacy Trail realignment out of the project footprint.
- h) Assist with the creation of JPA board packet documents as needed, including staff letters, resolutions, and presentation material.
- i) Other assistance as may be desired by the project partners.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Consultant shall receive compensation for all Services rendered under this Agreement at the Billing Rates set forth in this Exhibit. The total compensation shall not exceed Forty-three thousand six hundred seventy dollars (\$43,670) without written approval of the Truckee Joint Powers Authority or Nevada County Deputy Purchasing Agent, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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.

Extra Work. At any time during the term of this Agreement, the project team may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the contract manager to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the contract manager.

Billing Rates. Senior Project Manager Dan Wilkins shall provide the bulk of the services described under this Agreement. Charges will be made at the following hourly rates for time spent on project consultation or meetings related to the project:

Principal Engineer \$250
Senior Project Manager \$215
Senior Engineer \$200
Staff Designer \$165
Staff Intern \$120

Invoices. Invoices shall be submitted to the JPA contract manager in a form and with sufficient detail as required by JPA. Work performed by the Consultant will be subject to final acceptance by the JPA project manager(s).

Consultant shall submit to JPA a monthly invoice which indicates how many hours of work were completed under each task described in Exhibit A of this Agreement. The invoice shall also describe the total amount of Services provided since the initial commencement date of this Agreement, through the date of the invoice.

Submit all invoices to:

Truckee Library JPA
Nevada County Facilities Department
Address: 10014 N. Bloomfield
City, St, Nevada City, CA 95959
Zip
Attn: Joshua White
Email: Joshua.white@nevadacountyca.gov
Phone: 530-265-1262

Payment Schedule: The JPA will make payment within thirty (30) days after the billing is received and approved by JPA, as outlined above.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Consultant 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 Consultant, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant 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. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if Consultant provides written verification it has no employees).**
- (iv) **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the JPA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the JPA.

Other Insurance Provisions:

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

- (i) **Additional Insured Status: The JPA, 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 Consultant 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 Consultant’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 **Consultant’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the JPA, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the JPA, its officers, employees, agents, and volunteers shall be excess of the Consultant’s insurance and shall not contribute with it. Additional insured coverage shall apply only to claims arising out of Consultant’s non-professional services. Professional liability coverage shall not be subject to additional insured requirements.

- (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 Truckee Library Joint Powers Authority.
- (iv) **Waiver of Subrogation** Consultant hereby grants to JPA a waiver of any right to subrogation which any insurer or said Consultant may acquire against the JPA by virtue of the payment of any loss under such insurance. Consultant 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 JPA has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Consultant is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Consultant shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against JPA for any type of employment benefits or workers' compensation or other programs afforded to JPA employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the JPA. The JPA may require the Consultant 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 JPA. **(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 JPA.
- (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. Consultant shall maintain professional liability insurance for not less than two (2) years following completion of services, provided such coverage is commercially available at reasonable rates.
- (ix) **Verification of Coverage** Consultant shall furnish the JPA 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 JPA before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The JPA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that JPA is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** JPA 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 JPA as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the JPA 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 Consultant 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:
 - Truckee Library Joint Powers Authority
 - 10183 Truckee Airport Rd,
 - Truckee, CA 96161

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a JPA 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

Consultant Name: Acumen Engineering, LLC

Description of Services: Truckee Library Project Development and Value Engineering Support

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$43,670

Contract Start Date: 5/20/2026
Liquidated Damages: N/A

Contract End Date: 12/31/2026

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)	

NOTICE & IDENTIFICATION

Truckee Library JPA:
Contract Manager

CONSULTANT:
Name of firm: Acumen Engineering, LLC.

Address: 950 Maidu Ave.
City, St, Nevada City, CA, 95959
Zip
Attn: Joshua White
Email: Joshua.white@nevadacountyca.gov
Phone: (530) 559-6556

Address 4395 Combs Canyon Road
City, St, Carson City, NV 89703
Zip
Attn: Debbie Jenkins
Email: djenkins@acumenengr.com
Phone: (775) 843-5626

Consultant 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