



RESOLUTION No. 23-550

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION TO AWARD THE CONTRACT TO R.E.Y. ENGINEERS, INC., FOR COUNTY ROAD RIGHT-OF-WAY MAPPING AND SURVEYING SERVICES FOR THE 2023 FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ROADSIDE VEGETATION MANAGEMENT PROJECT, PHASE I, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GRANT FEMA-4344-FM-CA #PJ0704: NEVADA COUNTY, FIPS: 057-00000, SUPPLEMENT #357, CALIFORNIA OFFICE OF EMERGENCY SERVICES CONTRACT NO. DR-4344-704-151R FOR A TOTAL AMOUNT NOT-TO-EXCEED \$595,077.57 AND AMEND THE OFFICE OF EMERGENCY SERVICES FISCAL YEAR 2023/24 BUDGET - ALL DISTRICTS (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the County has a need for professional land surveying and mapping services for mapping of the County right-of-way to perform roadside vegetation management as required by the grant agreement; and

WHEREAS, on July 31, 2023, the Nevada County Purchasing Agent released a Request for Proposals for professional land surveying services for County Road Right-of-Way Mapping and Surveying Services; and

WHEREAS, on August 31, 2023, two proposals were received by the Nevada County Purchasing Agent on the closing date of the Request for Proposals; and

WHEREAS, the selection panel determined that R.E.Y. Engineers, Inc., was the most qualified proposer; and

WHEREAS, the contract price is not-to-exceed \$595,077.57 for a term of November 7, 2023 through December 31, 2024; and

WHEREAS, incurred costs for this contract will initially be paid for through 0101-20702-414-1000 and will be reimbursed by the grant.

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

1. Approves contract award to the qualified proposer, R.E.Y. Engineers, Inc., for a term of November 7, 2023 through December 31, 2024, in the amount not-to-exceed \$595,077.57.
2. Authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County a Standard Long form Professional Services contract between Nevada County and R.E.Y. Engineers, Inc., upon receipt of Certifications of Insurance (COI) by the Director of Public Works and approval and acceptance of the COI by the Risk Manager.
3. Directs the Auditor Controller's Office to amend the Office of Emergency Services Fiscal Year 2023/2024 budget as follows:

Increase:

0101-20702-414-1000/446700

\$595,077.57

0101-20702-414-1000/521520

\$595,077.57

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 7th day of November, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,
Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

for

By: Heidi H., Deputy COB

Edward C. Scofield
Edward C. Scofield, Chair

Contractor Name R.E.Y. Engineers, Inc.

Description of Services: County Road Right-of-way Mapping and Surveying Services

**EXHIBIT E
SUMMARY OF MATERIAL TERMS**

Max Annual Price:

Max Multi-Year Price: \$595,077.57

FY XX/XX =

FY XX/XX =

FY XX/XX =

Contract Start Date: 11/7/2023

Contract End Date: 12/31/2024

Liquidated Damages:

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$2,000,000)	California Office of Emergency Services FEMA Hazard Mitigation Grant Program FEMA-4344-FM-CA #PJ0704: Nevada County, FIPS: 057-00000
Automobile Liability (\$1,000,000)	
Worker's Compensation (Statutory Limits)	
Professional Errors and Omissions(\$2,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: CA Professional Land Surveyor's License

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County
Public Works Department

CONTRACTOR:

R.E.Y. Engineers, Inc.

Address: 950 Maidu Avenue, Suite 170
City, St, Zip Nevada City, CA 95959
Attn: Steven Whittlesey
Email: Steven.Whittlesey@nevadacountyca.gov
Phone: 530.470.2580

Address 905 Sutter Street, Suite 200
City, St, Zip Folsom, CA 95630
Attn: Carl R. C. de Baca
Email: CCdeBaca@REYEngineers.com
Phone: 916.366.3040

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

EXHIBITS

- Exhibit A:** Schedule of Services
- Exhibit B:** Schedule of Charges and Payments
- Exhibit C:** Insurance Requirements
- Exhibit D:** Federal Contracting Requirements
- Exhibit E:** Roads List and Data Format

PROFESSIONAL SERVICES CONTRACT

Administering Agency: Nevada County Department of Public Works

Contract No. _____

Contract Description: 2023 County Road Right-of-Way Mapping and Surveying Services

DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT

THIS DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of November 7, 2023 by and between the County of Nevada, ("County"), and R.E.Y. Engineers, Inc. ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Five Hundred Ninety-Five Thousand, Seventy-Seven Dollars and Fifty-Seven Cents (\$595,077.57).**
3. **Term** This Contract shall commence on, 11/7/2023. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 12/31/2024.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** 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. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.
9. **Relationship of Parties**

9.1. **Independent Contractor**

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

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

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

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

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

10.1 **Prompt Progress Payment**

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

10.2 Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract**

12.1 **Definitions.** For purposes of this Section, "Consultant" shall include Consultant, 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. "County" shall include County, its officials, officers, agents, employees and volunteers.

12.2 **Consultant to Indemnify County.** 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, defend and hold harmless, the County, 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 County, 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 County, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the County and shall not exceed the Consultant's proportionate percentage of fault.

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, defend and hold harmless the County, 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 County, its officers, officials, employees and volunteers.

- 12.3 **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 County for such loss or damage as is caused by the sole active negligence or willful misconduct of the County. 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.
- 12.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of County's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 12.5 **Defense Deposit.** The County may request a deposit for defense costs from Consultant with respect to a claim. If the County requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 12.6 **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 County.
- 12.7 **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.
- 12.8 **Insurance Not a Substitute.** County 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.
- 12.9 **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.

13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in 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 and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a

public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

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

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

19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including

subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

- 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

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

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
28. **Subrecipient** This contract shall not shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
29. **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.
30. **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
Department of Public Works
Address: 950 Maidu Avenue, Suite 170
City, St, Zip Nevada City, CA 95959
Attn: Steven Whittlesey
Email: Steven.Whittlesey@nevadacountyca.gov
Phone: 530.470.2580

CONTRACTOR:

R.E.Y. Engineers, Inc.
Address 905 Sutter Street, Suite 200
City, St, Zip Folsom, CA 95630
Attn: Carl R. C. de Baca
Email: CCDeBaca@ReyEngineers.com
Phone: 916.366.3040

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

Executed as of the day first above stated:

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

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

COUNTY OF NEVADA:

By:

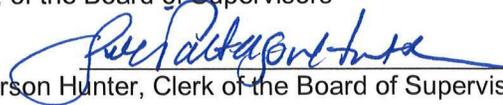


Date:

11/28/23

Printed Name/Title: Chair, of the Board of Supervisors

By:



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

CONTRACTOR: R.E.Y. Engineers, Inc.

By:



Date: 10/16/2023

Name: DONALD MCCORMICK

* Title: PRESIDENT

By:



Date: 10/16/2023

Name: BRIAN THIONNET

* 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
- D. Federal Contracting Requirements
- E. Roads List and Data Format Requirements

EXHIBIT A SCHEDULE OF SERVICES

Services and deliverables that required as part of this Contract include performing the following professional land surveying for a minimum of approximately 75 miles of County road segments listed as “In Contract for Surveying” in Exhibit E, but may be expanded to include the “Additional Roads for Survey” in Exhibit E if they can be completed within the not to exceed Contract amount in Section 2 of this Contract. Services and deliverables required by this Contract shall be **completed by June 30, 2024**, and include but are not limited to the following:

Services:

- Provide Licensed Professional Land Surveyor(s) to be in responsible charge of work, who are licensed in accordance with California Business and Professions Code §§8700 – 8805 (Professional Land Surveyors’ Act).
- Boundary research and analysis including:
 - Building County Road record right-of-way record map(s) and digital drawing(s) using County data to identify gaps in the public record which may indicate possible prescriptive rights;
 - Identifying record monuments needed for resolution of the right-of-way;
 - Performing field surveys (including implementing traffic control and safety procedures where required) to locate the roadway and gather boundary evidence required for resolution of the public right-of-way (meeting Caltrans 0.07 ft positional accuracy and/or 1:10,000 relative accuracy for Third Order Surveys);
 - Performing aerial surveys where appropriate road and right-of-way imagery can be collected for survey data and establishing aerial controls;
 - Identification, delineation, and notifying the County of areas where conflicting right-of-way, property, and easement data exists;
- Building of right-of-way and roadway line work using analysis of boundary evidence in software for management of geospatial data, including:
 - ArcGIS Pro 3.0.3 or other version maintaining compatibility with version 3.0.3;
- Providing updated record right-of-way mapping and digital drawing(s) by incorporating the built right-of-way linework;
 - Right-of-way mapping and digital drawings shall be developed using AutoCAD 2018 or later version.
 - Linework should also include the parcel boundaries and labels, right-of-way boundaries, easements, roadway prism, curbs, gutters, ditches, culverts, and shoulder limits.
 - All referenced deeds and maps used to determine the final right-of-way boundaries shall be included by reference in the final map product.
- Public outreach and noticing for areas or locations requiring right of entry upon private property that are impeded due to obstructions or safety issues preventing performance of land surveying.
- Compiling of roadway and right-of-way line work for production of georeferenced ESRI database file deliverables in the County’s current data format.
- Facilitate an internal Quality Assurance Program to ensure deliverable data is accurate, free of errors or omissions, and meets County deliverable requirements. It is recommended that the Quality Assurance Manager utilize a checklist similar to the County Engineer’s Association of California Record of Survey Check Sheet for quality control.
- Coordination and project management review meetings with the Nevada County DPW and GIS departments at minimum following each deliverable.
- Weekly or bi-weekly digital schedule of County Roads planned for field surveys for coordination with County operations.
- Monthly summary progress reports detailing activities and progress completion of surveying services during the preceding month, and summary of total percent completion of GIS data compilation to date.

- Providing monument resetting or replacement, plats, legal descriptions, corner records filings, and records of survey filings at predetermined unit costs if requested by the County.
 - Unless specifically requested to be prepared and filed by the Consultant at the predetermined unit costs in Exhibit B, the Nevada County Department of Public Works assumes full responsibility for supervision of surveying practices, and preparation and filing of corner records and records of survey to comply with the Professional Land Surveyors Act §8762 and §8773.

Deliverables:

- All deliverables shall be provided to the County by June 30, 2024.
- Deliverable packages prepared for each payment schedule completion milestone (20, 60, 90 and 100 percent) for road segments identified in Exhibit E of this Contract.
- Deliverable packages shall consist of compressed folders containing the following data and information:
 - Survey data including all controls sheets, points, northings, eastings, elevations, and descriptions (PNEZD) in tabular format, field notes and calculations organized by date by road segment or other logical work area, and combined with field photographs in Adobe PDF format, and separated field photographs in PNG or JPEG format;
 - Right-of-way maps and digital drawings in Adobe PDF (if requested by the County) and all linework and X-Refs (if created and used by Consultant) in AutoCAD 2018 format;
 - Quality control checklists and statement of assurance from Quality Assurance Manager;
 - Mapped and digital locations of roadways within the updated right-of-way;
 - ESRI file geodatabase of all road and right-of-way linework with formatting conforming to Exhibit E of this RFP.
 - Copies of all referenced deeds, legal documents, and maps used to determine the final right-of-way boundaries organized by APN in Adobe PDF format.

**EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS**

1. Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

TASK	DESCRIPTION	COST
1.0	Mobilization and Document Gathering ⁽¹⁾	\$178,523.27
2.0	Project Management, Meetings and Coordination ⁽¹⁾	\$29,753.88
3.0	Surveying & Deliverables for 30% of Road Segments ⁽²⁾	\$116,040.13
4.0	Surveying & Deliverables for 60% of Road Segments ⁽²⁾	\$116,040.13
5.0	Surveying & Deliverables for 90% of Road Segments ⁽²⁾	\$116,040.12
6.0	Surveying & Final Deliverables for All Road Segments ⁽²⁾	\$38,680.04
	TOTAL COST:	\$595,077.57

(1) Tasks 1 and 2 shall be paid no more than the proportion of project percent completion of Tasks 3 through 6. In other words, no more than 30% of cost for Tasks 1 and 2 shall be paid prior to completion of Task 3, and no more than 60% prior to completion of Task 4, etc.

(2) Fees exclude costs associated with documents required for mandatory compliance with §8762 and §8773 (Records of Survey and corner records). If requested by the County, Corner Records and Records of Survey will be fully prepared and filed by the Consultant and billed at the following predetermined unit costs:
 Corner Records.....\$1,200.00 each
 Records of Survey.....\$9,800 each (not including agency submittal or review fees)

Total Cost in Numbers: \$595,077.57

Total Cost in Words: Five Hundred Ninety-Five Thousand, Seventy-Seven Dollars and Fifty-Seven Cents

Name of Firm: R.E.Y. Engineers, Inc.

Authorized Signature: *Carl C. de Baca*

Printed Name and Title: Carl R. C. de Baca Principal Land Surveyor

Date: 10/13/2023

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

2. Payment Schedule

Consultant will be reimbursed for deliverables provided as specified in Consultant's Cost Proposal as described below herein, based on the estimated percentage of completion of the deliverables outlined in the Exhibit B fee schedule table.

The COUNTY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the COUNTY fails to pay promptly, the COUNTY shall pay interest to the Consultant, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the COUNTY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the COUNTY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

County is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the agreement and is not required to issue W-2 forms for income and employment tax purposes for any of Consultant's assigned personnel. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of the County as to the designation of tasks to be performed and the results to be accomplished.

Consultant will be reimbursed within thirty (30) days upon receipt by County's Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing, or upon completion of the work. Invoices shall detail the work performed on each milestone. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this agreement number and project title. Credits due County that include any equipment purchased under the provisions of Section 31. Equipment Purchase and other Capital Expenditures, must be reimbursed by Consultant prior to the expiration or termination of this agreement.

3. Invoices

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

Submit all invoices to:

Nevada County
Department of Public Works
Address: 950 Maidu Avenue, Suite 170, P.O. Box 599002
City, St, Zip Nevada City, CA 95959
Attn: Steven Whittlesey, Senior Civil Engineer
Email: Steven.Whittlesey@nevadacountyca.gov
Phone: (530) 470-2580

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

**EXHIBIT C
INSURANCE REQUIREMENTS**

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

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **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. **(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 contractor provides written verification it has no employees).**
- (iv) **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions:

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

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

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

- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

**EXHIBIT D
FEDERAL CONTRACTING REQUIREMENTS**

1. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the County of Nevada and understands and agrees that the County of Nevada will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the County of Nevada and understands and agrees that the County of Nevada will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County of Nevada. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County of Nevada, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.

38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

FRANK VISKER - CFO

Name and Title of Contractor's Authorized Official

10/13/2023

Date

4. **ACCESS TO RECORDS.** The following access to records requirements apply to this contract:
- A. The Contractor agrees to provide the County of Nevada, the California Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - D. In compliance with the Disaster Recovery Act of 2018, the County of Nevada and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5. OTHER FEDERAL PROVISIONS:

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

EXHIBIT E – ROAD LIST FOR RIGHT-OF-WAY MAPPING AND SURVEYING

List of County Roads

10/12/2023

FEMA-4344-FM-CA #PJ0704: Nevada County, FIPS: 057-00000

2023 County Road Right-of-Way Surveying and Mapping Roads List							COLOR LEGEND	
							IN CONTRACT FOR SURVEYING	
FEMA-4344-FM-CA #PJ0704: Nevada County, FIPS: 057-00000							ADDITIONAL ROADS FOR SURVEY	
Road	Description	Beg. Mi.	End Mi.	Length	Surface Type	From Road	To Road	
1111010	GRACIE ROAD	0.12	0.96	0.84	AC	NEVADA CITY COR	BIG BLUE RD	
1111020	GRACIE ROAD	0.96	1.57	0.61	AC	BIG BLUE RD	BANNER LAVA CAP	
1602040	WASHINGTON ROAD	3.00	4.00	1.00	AC	MP 3	MP 4	
1602050	WASHINGTON ROAD	4.00	5.00	1.00	AC	MP 4	MP 5	
1602060	WASHINGTON ROAD	5.00	6.18	1.18	AC	MP 5	MAYBERT RD	
4208010	OAK TREE ROAD	0.00	0.89	0.89	AC	HIGHWAY 49	LOVELL LN	
4208020	OAK TREE ROAD	0.89	1.74	0.85	AC	LOVELL LN	ROBINSON RD	
4208030	OAK TREE ROAD	1.74	2.78	1.04	AC	ROBINSON RD	TYLER FOOTE CRO	
5508010	GLENSHIRE DRIVE	6.70	7.72	1.02	AC	TRUCKEE CORP LI	HIRSCHDALE RD	
5509010	HIRSCHDALE ROAD	0.22	0.57	0.34	AC	I-80 OFF RAMP	GLENSHIRE DR	
5510010	HIRSCHDALE ROAD	0.34	1.56	1.22	AC	GLENSHIRE DR	END COUNTY MAIN	
5507010	FLORISTON WAY	0.00	0.60	0.60	AC	I-80 RAMP	END FLORISTON W	
1126010	TOWN TALK ROAD	0.00	0.33	0.33	AC	BRUNSWICK RD	END OF PAVEMENT	
1126020	TOWN TALK ROAD	0.33	0.45	0.12	DG	END OF PAVEMENT	OLD TUNNEL RD	
2106010	DOG BAR ROAD	0.00	1.00	1.00	AC	LA BARR MEADOWS	WHEELER CROSS R	
2106020	DOG BAR ROAD	1.00	1.87	0.86	AC	WHEELER CROSS R	ALTA SIERRA DR	
2106040	DOG BAR ROAD	3.87	5.62	1.75	AC	MOUNT OLIVE RD	TAYLOR CROSSING	
2106050	DOG BAR ROAD	5.62	6.33	0.71	AC	TAYLOR CROSSING	WOLF CREEK RD	
2251010	KAREN DRIVE	0.00	0.79	0.79	AC	E LIME KILN RD	ALEXANDRA WY	
2506010	EAST EMPIRE STREET	0.00	0.82	0.82	AC	HIGHWAY 174	GRASS VALLEY CO	
2404010	EAST BENNETT ROAD	0.00	0.96	0.96	AC	BRUNSWICK ROAD	CORDELL CT	
2404020	EAST BENNETT ROAD	0.96	2.22	1.27	AC	CORDELL COURT	GRASS VALLEY CO	
2405010	GREENHORN ACCESS ROAD	0.00	1.13	1.13	AC	HIGHWAY 174	END COUNTY MAIN	
2406010	GREENHORN ROAD	0.00	0.96	0.96	AC	BRUNSWICK RD	KANTORBERY CT	
2406020	GREENHORN ROAD	0.96	1.84	0.88	AC	KANTORBERY CT	DOGWOOD RD	
2406030	GREENHORN ROAD	1.84	3.14	1.30	AC	DOGWOOD RD	TENSY LN	
2406040	GREENHORN ROAD	3.14	4.26	1.12	AC	TENSY LN	END COUNTY MAIN	
2318010	RATTLESNAKE ROAD	0.00	1.41	1.41	AC	HIGHWAY 174	HIGHLAND DR (S)	
2318020	RATTLESNAKE ROAD	1.41	2.36	0.95	AC	HIGHLAND DR (S)	GOODALL MINE RD	
2318030	RATTLESNAKE ROAD	2.36	3.06	0.70	AC	GOODALL MINE RD	WHEELER CROSS R	
2318040	RATTLESNAKE ROAD	3.06	4.32	1.26	AC	WHEELER CROSS R	DOG BAR RD	
2303010	BROOKS ROAD	0.00	1.48	1.48	AC	RATTLESNAKE RD	PINE CONE CR (N)	
2303020	BROOKS ROAD	1.48	2.45	0.97	AC	PINE CONE CR (N)	LOWER COLFAX RD	
2304010	HIGHLAND DRIVE	0.00	1.07	1.07	AC	RATTLESNAKE RD	RATTLESNAKE RD	
2305010	LAWS RANCH CROSS ROAD	0.00	0.26	0.26	AC	LOWER COLFAX RD	HIGHWAY 174	
2307010	LOWER COLFAX ROAD	0.00	1.50	1.50	AC	RATTLESNAKE RD	LAWS RANCH CROS	
2307020	LOWER COLFAX ROAD	1.50	2.24	0.74	CS	LAWS RANCH CROS	AGONY HILL RD	
2307030	LOWER COLFAX ROAD	2.24	3.70	1.46	DG	AGONY HILL RD	ORZALLI RD	
2307040	LOWER COLFAX ROAD	3.70	4.40	0.70	DG	ORZALLI RD	START PAVEMENT	
2307050	LOWER COLFAX ROAD	4.40	5.97	1.57	AC	START PAVEMENT	OLD COACH WY	
2307060	LOWER COLFAX ROAD	5.97	6.80	0.83	AC	OLD COACH WY	MOUNT OLIVE RD	
2308010	MEADOW DRIVE	0.00	1.08	1.08	AC	HIGHWAY 174	ORAZALLI RD	
2308020	MEADOW DRIVE	1.08	1.68	0.60	AC	ORAZALLI RD	END COUNTY MAIN	
2309010	MEADOW VIEW DRIVE	0.00	0.40	0.40	AC	HIGHWAY 174	END COUNTY MAIN	
2310010	MOUNT OLIVE ROAD	0.00	0.81	0.81	AC	HIGHWAY 174	MIRANDA DR	
2310020	MOUNT OLIVE ROAD	0.81	1.90	1.09	AC	MIRANDA DR	ROLPHOLM RD	
2310030	MOUNT OLIVE ROAD	1.90	3.40	1.50	AC	ROLPHOLM RD	DOG BAR RD	
2316010	PINE CONE CIRCLE	0.00	0.91	0.91	AC	BROOKS RD	GREENWAY PL	
2316020	PINE CONE CIRCLE	0.91	1.88	0.97	AC	GREENWAY PL	BROOKS RD	

List of County Roads

10/12/2023

FEMA-4344-FM-CA #PJ0704: Nevada County, FIPS: 057-00000

2023 County Road Right-of-Way Surveying and Mapping Roads List						COLOR LEGEND	
						IN CONTRACT FOR SURVEYING	
FEMA-4344-FM-CA #PJ0704: Nevada County, FIPS: 057-00000						ADDITIONAL ROADS FOR SURVEY	
Road	Description	Beg. Mi.	End Mi.	Length	Surface Type	From Road	To Road
2402010	BURMA ROAD	0.00	0.97	0.97	AC	BRUNSWICK RD	N MEADOW VIEW D
2410010	LOMA RICA DRIVE	0.00	1.14	1.14	AC	BRUNSWICK RD	END COUNTY MAIN
2413010	NORTH MEADOW VIEW DRIVE	0.00	0.57	0.57	AC	BURMA RD	HWY 174
2416010	ORCHARD SPRINGS ROAD	0.00	1.53	1.53	AC	HIGHWAY 174	HIGHWAY 174
3307010	LIME KILN ROAD	0.00	1.38	1.38	AC	HIGHWAY 49	OLD POND LN
3307020	LIME KILN ROAD	1.38	2.76	1.38	AC	OLD POND LN	DUGGANS RD
3307030	LIME KILN ROAD	2.76	4.02	1.26	AC	DUGGANS RD	BALD HILL RD
3307040	LIME KILN ROAD	4.02	5.13	1.11	AC	BALD HILL RD	McCOURTNEY RD
3706010	NEWTOWN ROAD	0.00	0.77	0.77	AC	HIGHWAY 49	CHAMPION RD
3706020	NEWTOWN ROAD	0.77	1.97	1.20	AC	CHAMPION RD	BRANNON CT
3706030	NEWTOWN ROAD	1.97	3.28	1.31	AC	BRANNON CT	JONES BAR RD
3706040	NEWTOWN ROAD	3.28	4.05	0.77	AC	JONES BAR RD	BITNEY SPRINGS
3309010	MOTHER LODE ROAD	0.00	0.18	0.18	AC	HIGHWAY 49	END COUNTY MAIN
3403060	PLEASANT VALLEY ROAD	5.49	6.63	1.14	AC	BITNEY SPRINGS	MEADOWWOOD RD
3403070	PLEASANT VALLEY ROAD	6.63	7.77	1.14	AC	MEADOWWOOD RD	YUBA BRIDGE
3701010	AMERICAN HILL ROAD	0.36	0.58	0.22	DG	NEVADA CITY COR	END OF PAVEMENT
3701020	AMERICAN HILL ROAD	0.58	1.26	0.68	DG	END OF PAVEMENT	OLD DOWNIEVILLE
3702010	CHAMPION ROAD	0.00	0.23	0.23	DG	NEWTOWN RD	END PAVEMENT
3702020	CHAMPION ROAD	0.23	2.38	2.15	DG	END PAVEMENT	NEVADA CITY CO
3703010	EMPRESS ROAD	0.00	0.58	0.58	AC	BITNEY SPRINGS	NEWTOWN RD
3704010	JONES BAR ROAD	0.00	0.78	0.78	AC	NEWTOWN RD	WOOLMAN LN
3704020	JONES BAR ROAD	0.78	1.92	1.14	AC	WOOLMAN LN	END COUNTY MAIN
3707010	OLD DOWNIEVILLE HIGHWAY	0.00	0.85	0.85	AC	HIGHWAY 49	AMERICAN HILL R
3707020	OLD DOWNIEVILLE HIGHWAY	0.85	1.31	0.47	AC	AMERICAN HILL R	NEVADA CITY COR
4200000	NSJ/TYLER FOOTE						
4207010	MURPHY ROAD	0.00	1.86	1.86	DG	TYLER FOOTE CRO	PURDON RD
4100000	PLEASANT VALLEY/BIRCHVILLE						
4101010	BIRCHVILLE ROAD	0.00	0.88	0.88	AC	HIGHWAY 49	PINE GROVE RES
4101020	BIRCHVILLE ROAD	0.88	2.01	1.14	CS	PINE GROVE RES	REDBUD RD
4101030	BIRCHVILLE ROAD	2.01	2.85	0.84	AC	REDBUD RD	PLEASANT VALLEY
4103010	READER RANCH ROAD	0.00	0.07	0.07	AC	HIGHWAY 49	END OF PAVEMENT
4103020	READER RANCH ROAD	0.07	0.57	0.50	DG	END OF PAVEMENT	END COUNTY MAIN
4300000	CRUZON						
4301010	BACK BONE ROAD	0.00	2.78	2.78	DG	BLOOMFIELD GRNI	CRUZON GRADE RD
4301020	BACK BONE ROAD	2.78	3.73	0.95	AC	CRUZON GRADE RD	DERBEC RD
4301030	BACK BONE ROAD	3.73	8.99	5.26	DG	DERBEC RD	MOORES FLAT RD
4302010	CRUZON GRADE ROAD	0.00	1.01	1.01	AC	TYLER FOOTE CRO	FOXFIRE WY
4302020	CRUZON GRADE ROAD	1.01	2.53	1.52	AC	FOXFIRE WY	BEAR TRAP SPRIN
4302030	CRUZON GRADE ROAD	2.53	3.49	0.97	AC	BEAR TRAP SPRIN	BACKBONE RD
4303010	DERBEC ROAD	0.00	0.81	0.81	CS	N BLOOMFIELD GR	BACKBONE RD
4304010	GRIZZLY HILL ROAD	0.00	0.80	0.80	AC	TYLER FOOTE CRO	TURNAGAIN ARM
4304020	GRIZZLY HILL ROAD	0.80	3.25	2.46	DG	TURNAGAIN ARM	N BLOOMFIELD GR
4305010	LAKE CITY ROAD	0.00	2.57	2.57	DG	TYLER FOOTE CRO	SHIELDS CAMP RD
4305020	LAKE CITY ROAD	2.57	3.98	1.41	DG	SHIELDS CAMP RD	N BLOOMFIELD GR

Total Minimum Mileage in Contract	74.87
Additional Mileage	20.729

EXHIBIT E – PRELIMINARY GIS DATA FORMAT REQUIREMENTS

The Consultant GIS data deliverables shall meet the following formatting requirements:

1. All final products shall be delivered to Nevada County GIS in an ESRI file geodatabase format (not shapefile or mobile map package).
2. Any spatial products and features (e.g. road centerlines, road easements, mapped roadside ditches, etc.) shall be included in the aforementioned file geodatabase
3. Nevada County GIS uses ArcGIS Pro 3.0.3 software, deliverables shall be compatible with that application and version.
4. Nevada County GIS does not have a strict data schema that should be used for the GIS data layers, however consultants may refer to the Nevada County GIS [road centerlines data layer, available freely through our Open Data Portal](#), to reference the current data structure.