



RESOLUTION No. 23-551

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A LIST OF DESIGN SERVICE PROFESSIONALS TO WORK ON SPECIFIC PROJECTS AS THEY ARISE FOR THE PERIOD NOVEMBER 7, 2023 THROUGH JUNE 30, 2028 AND AUTHORIZING THE PURCHASING AGENT TO SOLICIT BIDS FROM THE LIST AND TO EXECUTE AND ENCUMBER THE CONTRACTS UP TO A MAXIMUM CONTRACT AMOUNT OF \$100,000

WHEREAS, the County of Nevada desires to assist departments with requests for urgent and other planned construction and renovation projects and architectural and engineering services are essential to this process; and

WHEREAS, the Director of Facilities and the Purchasing Agent have determined the most efficient way to procure these services without delaying time sensitive remodel and construction projects is to establish a qualified, multi-discipline list of design professionals to work on specific projects as they arise; and

WHEREAS, the Purchasing Agent issued a RFQ #175540, Request for Qualifications, on July 14, 2023, nineteen Statements of Qualification were received, and a committee was selected to review the submissions of which ten qualified Firms were selected; and

WHEREAS, funding for these services will be paid from various County budgets as services are requested; and

WHEREAS, a Master Services Agreement will be entered into with the selected firms for a period of five years with two one-year options to renew; and

WHEREAS, the aggregate budget for these services will be in a not to exceed amount of \$500,000 annually for the period November 7, 2023 through June 30, 2028.

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

1. Approves a list of qualified design service professionals below:
 - The Engineering Enterprise, Auburn, Ca
 - Melton Design Group, Chico, Ca
 - JK Architecture Engineering, Auburn, Ca
 - Capital Engineering, Sacramento, Ca
 - Borrelli and Associates, Fresno, Ca
 - Millennium Planning and Engineering, Grass Valley, Ca
 - Collaborative Design Studios, Reno, Nv
 - Wallis Design Studio Architects, Grass Valley, Ca
 - Nineteen Six Architects, Roseville, Ca
 - Russell Davidson Architecture and Design, Grass Valley, Ca
2. Approves the award of Master Services Agreements to the above listed firms for the initial term of November 7, 2023 through June 30, 2028.

3. Authorizes the Purchasing Agent to execute the Master Service Agreements and any subsequent renewals.
4. Approves the renewal of the Master Services Agreements for up to two (2) additional one (1) year terms.
5. Authorizes the Purchasing Agent to solicit and award task orders as projects arise to the lowest responsive bidder and to execute and encumber the task orders up to a maximum amount of \$100,000 per task order.
6. Authorizes the Purchasing Agent to sign any documents related to this item as long as there is no additional financial impact to the County as a result of this action.

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

MASTER SERVICES AGREEMENT

ADMINISTERING AGENCY: COUNTY OF NEVADA FACILITIES MAINTENANCE DIVISION

DESCRIPTION: MASTER SERVICES AGREEMENT FOR On-Call Architectural and Engineering Services

THIS AGREEMENT MADE AND ENTERED INTO THIS _____ day of _____, 20___, BY AND BETWEEN the COUNTY OF NEVADA, hereinafter referred to as "COUNTY", and _____, located in _____, hereinafter referred to as "CONSULTANT".

WHEREAS, the COUNTY requires _____ services; and

WHEREAS, CONSULTANT is duly qualified and has the required experience to provide such services and is willing to perform such services; and

WHEREAS, COUNTY desires to retain the services of CONSULTANT to perform required services;

NOW, THEREFORE, COUNTY and CONSULTANT in consideration of the mutual covenants herein set forth agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in task order and RFQ No. 174877, ON-CALL ARCHITECTURAL & ENGINEERING SERVICES in Nevada County and Consultants response to said document. Consultant shall provide said services at the time, place, and in the manner specified in task order.
2. **Amendments to Agreement.** All amendments to either this agreement or any subsequent task orders must be processed as change orders and approved in writing by both Parties.
3. **Time of Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in any subsequent task order shall constitute material breach of this contract.
4. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in the applicable document based on this Master Services Agreement. The scope of work and specific costs will be expressly identified on the purchase order or supplier contract for each specific project task. The payment specified on the document shall be the only payment made to Consultant for services rendered pursuant for the specific task. For repair and installation tasks the County may request a lump sum or itemized not-to-exceed price quote based on contract labor and materials rates for repairs and installations. Any additional costs beyond the quote must be pre-approved by the County. Upon quote and work approval, the County agrees to pay invoices issued under the terms of this agreement and the agreed upon scope. Consultant shall submit all billings for said services to County in the manner specified in RFQ No. 174877. No single project task under this agreement will exceed \$100,000.
5. **Records.** CONSULTANT shall always maintain complete detailed records with regard to services performed under this agreement in a form acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement. All records shall be

retained by CONSULTANT for a period of at least three (3) years after the date of final payment to CONSULTANT.

6. **Employees of CONSULTANT.** All persons performing services for CONSULTANT shall be solely employees of CONSULTANT and not employees of COUNTY. CONSULTANT shall be solely responsible for the salaries and other benefits, including Workers' Compensation, of all such personnel.
7. **Licenses, Permits, Etc.** CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed.
8. **Conflict of Interest** Consultant certifies that no official or employee of County, nor any business entity in which an official of County 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 County. This includes prior Nevada County employment in accordance with County's Personnel Code.
9. **Nondiscrimination.** During the performance of this agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full.

CONSULTANT shall give written notice of its obligation under this clause to labor organizations with which it has a collective bargaining or agreement.

CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

10. **Hold Harmless and Indemnification Contract**
 - 10.1 **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.
 - 10.2 **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 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, 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.

- 10.3 **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.
- 10.4 **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.
- 10.5 **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.
- 10.6 **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.
- 10.7 **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.

10.8 **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.

10.9 **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.

11. **Insurance.** Consultant shall procure and maintain for the duration of the Agreement 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 Consultant, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **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.
2. **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. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Consultant pursuant to the contract.
3. **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.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to 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 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 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 Consultant'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** Consultant hereby grants to County a waiver of any right to subrogation which any insurer or said Consultant may acquire against the County 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 County 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 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 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 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 Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Consultant 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 Consultant'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** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant 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 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:

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.

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- 12. **Non-Assignability.** This agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of COUNTY.
- 13. **General Compliance with Laws.** The CONSULTANT shall exercise usual and customary care in its efforts to comply with applicable Federal, State and local laws, statutes, rules and regulations that are in effect as of the date of this agreement, or which may later be enacted. CONSULTANT shall comply with all laws regarding payment of prevailing wages, including, without limitation, California Labor Code Section 1720, as such laws may be amended or modified. CONSULTANT agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.
- 14. **Prevailing Wage Requirements.** The services described herein are for publicly funded projects, considered "public works" as defined by California Labor Code Section 1720 et seq. Any firm awarded a contract as the result of this RFQ shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services performed under any resulting contract.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

15. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings regarding this agreement shall be brought under the jurisdiction of the Superior Court of the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
16. **Use of Sub-Contractors.** CONSULTANT shall not use the services of any sub-contractor without the written approval by COUNTY prior to sub-contractor commencing any work on this project.
- A. Nothing contained in this contract, any task order, or otherwise, shall create any contractual relation between THE COUNTY and any sub-contractor(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to THE COUNTY for the acts and omissions of its sub-contractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its sub-contractor (s) is an independent obligation from THE COUNTY obligation to make payments to the CONSULTANT.
 - B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract or task order shall be subcontracted without written authorization by THE COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
 - C. CONSULTANT shall pay its sub-contractor(s) within ten (10) calendar days from receipt of each payment made to CONSULTANT by THE COUNTY.
 - D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to sub-contractor(s).
 - E. Any substitution of sub-contractor (s) must be approved in writing by THE COUNTY's Contract Administrator prior to the start of work by the sub-contractor (s).

17. **Termination.**

- A. A material breach, as defined pursuant to the terms of this Agreement 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 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, County may terminate this Agreement by giving five (5) calendar days written notice to Consultant.
- C. Either Party may terminate this Agreement 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 Consultant, 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 Consultant has no control.
- D. County, upon giving thirty (30) calendar days written notice to Consultant, shall have the right to terminate its obligations under this Agreement at the end of any fiscal year if 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 Agreement is terminated:

- 1) 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.
 - 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Contract.
 - 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement 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 Consultant had Consultant completed the services required by this Contract. In this regard, Consultant shall furnish to County such financial information as in the judgment of County 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 County may have in law or equity.
 - 4) The maximum amount for which the COUNTY shall be liable if this agreement is terminated is the amount set forth in applicable documents(s) based on this Master Services Agreement.
18. **Covenant Against Contingent Fees.** The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay

any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. Claims and Disputes

For purposes of this paragraph, "claim" shall be defined as set forth in Public Contracts Code Section 20104(b)(2). Claims shall be presented in writing and include the documents necessary to substantiate the claim. Claims must be filed with the designated County representative no later than thirty (30) days after the occurrence of the event giving rise thereto or denial of the change order, whichever occurs last. The form of said claims shall be the same as is required by Government Code Sections 910 and 910.2.

If the claim is under \$50,000, County shall respond in writing to Consultant within 45 days of receipt of Consultant's claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against the Consultant. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contract Code Section 20104.2, upon mutual agreement of the County and Consultant. The County's written response to the claim, as further documented, shall be submitted to Consultant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by Consultant in producing the additional information, whichever is greater.

Following the meet and confer conference, if the claim or any portion remains in dispute, Consultant may file a claim with the Board of Supervisors pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Pursuant to authority granted by Government Code Section 930.2, all claims filed with the Board of Supervisors pursuant to the Government Code shall be filed within 90 days of the denial of the original claim by the County representative. The running of the period of time within which a claim under the Government Code must be filed shall be tolled by any period of time utilized by the meet and confer conference. Any lawsuit which Consultant intends to bring with respect to any claim filed pursuant to the Government Code which claim has been denied by County must be commenced not later than six months after the recording of the notice of completion or not later than six months after the date final payment is deposited in the mail or personally delivered, whichever date comes first. If a civil action is filed, the mediation provisions set forth in Public Contract Code Section 20104.4 shall apply unless waived by mutual stipulation of County and Consultant or unless County elects to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.

For every claim that Consultant makes, it shall provide the following documentation upon request of County as a condition precedent to consideration of the claim: Consultant's bidding calculations forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, any other records used by Consultant in arriving at its bid price, and any other documents or records kept by Consultant during the course of construction. In the event that claims are made, Consultant agrees that County shall have the right to conduct a complete audit of the books and records of Consultant relating to this project and any books and records relating to overhead, profit or general office expenses charged to this project. Public Contract Code Section 9204, as enacted by AB 626, establishes a claim resolution process required for public works projects. In the event of any conflict between the provisions of this Contract and Public Contract Code Section 9204, the provisions of Public Contract Code Section 9204 shall prevail.

20. **Remedies.** In the event of breach of any condition or provision hereof, the COUNTY shall have the right, by prior written notice to the CONSULTANT, to terminate this Agreement and have the work thus canceled otherwise performed, without prejudice to any other rights or remedies of the COUNTY. The COUNTY shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to and accepted by the COUNTY there shall be an equitable adjustment of compensation, applicable to specific task order.
21. **Notices.** All notices, and approvals or demands of any kind required or desired to be given by the COUNTY and CONSULTANT shall be in writing and shall be deemed served or given upon delivery if personally delivered or faxed, or, if mailed, forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the addresses shown below. COUNTY and CONSULTANT may from time to time by written notice to the other designate another place for receipt of future notices.

COUNTY OF NEVADA:

Nevada County Facilities Maintenance
Attn: Tim Horner
10014 N. Bloomfield Dr.
Nevada City, CA 95959

Email: Tim.horner@nevadacountyca.gov

CONSULTANT:

Name of firm
Attn:

Phone:
Email:

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

IN WITNESS WHEREOF, the Parties have executed this Agreement to begin on the Effective Date.

COUNTY OF NEVADA:

By: _____ Date: _____
Printed Name/Title: Steve Monaghan, Purchasing Agent

Approved as to Form – County Counsel:

By: _____ Date: _____

CONSULTANT: Click or tap here to enter text.

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: ___Secretary_____

ATTACHMENTS:

Exhibit A - Task Order (*Task Specific Scope of Services, Related Payment and other applicable forms*)

Exhibit B - Fee Schedule

*If Consultant is a corporation, Agreement must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Consultant is another type of business entity, such as a partnership or limited liability company, Agreement must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

EXHIBIT A

TASK ORDER

Task Specific Scope of Services, Related Payment and other applicable forms

This page is left intentionally blank and will be negotiated on a case-by-case basis, based on this MSA and CONSULTANT's proposal

EXHIBIT B
FEE SCHEDULE

This page is left intentionally blank, and will be completed upon final award of this MSA, based on CONSULTANT's proposed Fee Schedule.