



RESOLUTION No. 23-262

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION TO AWARD A CONTRACT TO NV5 INC., FOR ON-CALL MATERIAL TESTING AND INSPECTION SERVICES FOR VARIOUS PROJECTS FOR THE FISCAL YEAR 2023/24 BUDGET FOR A MAXIMUM AMOUNT NOT TO EXCEED \$40,000

WHEREAS, on March 7, 2023, the County released a Request for Qualifications (RFQ) for On-Call Materials Testing and Inspection Services for various projects; and

WHEREAS, nine Statements of Qualifications for On-Call Materials Testing and Inspection Services were received by the deadline of April 20, 2023; and

WHEREAS, staff recommends awarding a contract to NV5 Inc., in the amount of \$40,000; and

WHEREAS, work is scheduled to begin July 1, 2023; and

WHEREAS the contract may be renewed annually for up to four additional years, with the final fiscal year being 2027/28; and

WHEREAS, the contract is contingent upon the adoption of the Fiscal Year 2023/24 County Budget; and

WHEREAS, funding is available in Road Administration, Engineering, and Capital Improvement budgets.

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

1. Awards a contract to NV5 Inc., in an amount not to exceed \$40,000, for professional materials testing and inspection services for various projects. The contract term shall be from July 1, 2023 to June 30, 2024 and may be renewed annually for up to four additional years.
2. Authorizes the Chair of the Board of Supervisors, upon receipt of Certificates of Insurance by the Director of the Department of Public Works and approval and acceptance of the Certificates of Insurance by the Risk Manager, to execute on behalf of the County of Nevada the agreement between Nevada County and NV5 Inc.
3. Authorizes the Purchasing Agent to encumber the contract upon adoption of the Fiscal Year 2023/24 budget in any of the following organization codes:

1114-30101-701-1000
1114-30104-702-1000
1114-30104-702-3000
1114-30104-702-6000
1114-30154-702-1000
1114-30154-702-3000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of June, 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

By: 


Edward C. Scofield, Chair

6/13/2023 cc: PW*
AC*(Hold)

7/10/2023 cc: PW*
AC* (Release)

Administering Agency: Nevada County Department of Public Works

Contract No. _____

Contract Description: **On-Call Materials Testing and Construction Inspection Services**

DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT

THIS DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of July 1, 2023 by and between the County of Nevada, ("County"), and NV5 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 forty thousand Dollars (\$40,000).**
3. **Term** This Contract shall commence on, 7/1/2023, and contract termination shall be June 30, 2024 and may be renewed annually for up to four additional years at the Directors of Public Works discretion.
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.

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 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.

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 **Attorney's 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.

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, photostatting, 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. **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.

29. **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
Public Works Department
Address: 950 Maidu Ave
City, St, Zip Nevada City, Ca 95959
Attn: Patrick Perkins
Email:
Patrick.perkins@nevadacountyca.gov
Phone: 530-265-1712

CONTRACTOR:

Name of firm
NV5 Inc.
Address 792 Searls Ave
City, St, Zip Nevada City, CA 95959
Attn: Daniel Vieira
Email: Daniel.Vieira@NV5.com
Phone: 530-687-2609

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: 4/29/23
Printed Name/Title: Edward Scofield, Chair of the Board of Supervisors

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

CONTRACTOR: NV5 Inc.

By:  Date: 6/21/2023
Name: Daniel A Vieira
Title: Senior Geologist

Exhibits

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

EXHIBIT A
SCHEDULE OF SERVICES

SAMPLE PROJECT SCOPE AND SCHEDULE

Project work may include geotechnical investigation, geotechnical design, materials testing, and/or construction inspection services for project construction. Based on our experience performing soils investigations, geotechnical engineering design, materials testing, and inspections for the County and throughout California, NV5 generally proposes the following scope.

1.0 GEOTECHNICAL ENGINEERING

- Task 1, Site Investigation and Laboratory Testing;
- Task 2, Data Analysis;
- Task 3, Report Preparation; and
- Task 4, Final Plan Review.

Each task is described in the following:

1.1 TASK 1, SITE INVESTIGATION AND LABORATORY TESTING

NV5 will typically perform a project site investigation using an excavator for exploratory trenches, a hollow stem auger/mud rotary drill rig for exploratory borings, and a seismic refraction survey, as needed, to characterize the soil, rock, and groundwater conditions encountered at the surface and beneath the site. The site investigation information will be used to prepare a geotechnical engineering report in accordance with the current California Building Code (CBC). These surface and subsurface investigations do not include the evaluation of the site for the presence of hazardous waste materials and/or groundwater pollutants. The site investigations include the following components:

1.1.1 SURFACE RECONNAISSANCE INVESTIGATION

NV5 will perform a surface reconnaissance of the project sites to identify surface conditions that may impact the proposed site development plans. In general, NV5's field engineer/geologist will observe and describe surface exposures of the following existing site conditions:

- Site and surrounding land uses;
- Surface soil conditions;
- Existing site improvements including earthwork grading and structures;
- Site topography, vegetation and drainage; and
- Site accessibility logistics

1.1.2 SUBSURFACE INVESTIGATION

A minimum of three business days prior to performing the subsurface investigation, NV5 will mark the proposed subsurface exploratory locations with white paint and notify Underground Services Alert (USA) as required by California state law. USA members will inspect each proposed subsurface exploratory location to determine if any underground utilities are present at these locations. We will also communicate with the County for marking all known utilities at the project site. If USA or the County identifies the presence of underground utilities at any of the proposed exploratory locations, then we will move the excavation location to an area that is apparently clear of underground utilities.

NV5 will perform a subsurface investigation to obtain an understanding of the soil, rock, and groundwater conditions underlying the site to the maximum depth explored. Method(s) of exploration will be determined based on the project site location and proposed improvements or repairs. Exploration locations will be determined as to provide adequate coverage for assessing the geologic conditions beneath the project sites. Locations will be spaced appropriately across the area based on access capabilities and location of existing onsite utilities. After logging and sampling, exploratory trench/borings will be backfilled immediately in accordance with County requirements.

NV5 will collect soil samples from each exploratory trench or boring. The soil samples will be labeled, sealed, and transported to our laboratory facility where selected samples will be tested to determine their engineering material properties. If the groundwater table is encountered, the depth to groundwater below the existing ground surface will be measured.

If necessary, NV5 will perform an in-situ shear-wave velocity profile of the upper 100 feet (30 meters) of the site using SeisOpt® ReMi™ Vs30 Method for shear-wave profiling. The shear wave velocity data will be used to determine site class and seismic design parameters in accordance with Chapter 16 of the CBC. The seismic survey line will include 12 geophones on approximate 8-meter spacing, for a total seismic line length of 96 meters. A 48 channel, microprocessor control signal enhancement seismograph will be used to record ambient seismic noise, or micro-tremors, which are constantly being generated by cultural and natural noise. Additional ambient noise will be initiated from vehicles and during exploratory excavations on site.

1.1.3 LABORATORY TESTING

NV5 will perform laboratory tests on selected soil samples to determine their engineering material properties. All laboratory tests will be performed consistent with the guidelines of the American Society for Testing and Materials (ASTM). The ASTM soil characterization tests may include:

- D2487 & D2488, Unified Soil Classification System, Description Visual Method
- D2937 & D2216, Density and Moisture Content
- D422, Particle Size Distribution, Sieve and Hydrometer Analysis
- D2166, Unconfined Shear Strength
- D2166, Unconfined Compressive Strength and/or
- ASTM D3080, Direct Shear Strength
- D4318, Atterberg Plasticity Indices
- D4829, Expansion Index

If soil is encountered with a high potential for volume change (i.e., expansion or consolidation), then NV5 may recommend additional laboratory testing to evaluate expansion or consolidation impacts and provide appropriate recommendations on the proposed earthwork and structural improvements.

Additional testing may include ASTM D2435 one dimensional consolidation, ASTM D4546 one dimensional swell, and ASTM D4767 consolidated undrained triaxial shear strength.

NV5 will collect additional samples of the shallow soil to perform laboratory testing for corrosion, when necessary. Soil samples shall be taken from depths at which buried piping and concrete structures will be placed. NV5 will select samples to be submitted to a California-certified laboratory and tested for the following:

- pH
- Resistivity (ohm-centimeter)
- Redox (millivolts, positive or negative)
- Sulfides (positive, negative, or trace)
- Chlorides (parts per million)
- Sulfates (parts per million)

1.2 TASK 2, DATA ANALYSIS

NV5 will use the state of the practice geological and geotechnical engineering analyses methods to evaluate the on-site soil properties. These analyses methods may include but will not be limited to the following.

- Soil and rock stratigraphy
- Seismic (earthquake shaking) design parameters
- Liquefaction evaluation (limited to SPT data collected)
- Location to nearest active faults and fault traces
- Soil bearing capacity for shallow and deep foundations
- Lateral earth pressures
- Soil Concrete friction coefficients
- Flood or dam flood inundation
- Review of historic mining maps
- Soil expansion potential
- Soil shear strength
- Building and surcharge loads
- Soil plasticity indices
- Groundwater seepage and drainage controls

NV5 will develop geotechnical engineering recommendations for earthwork and structural improvements and provide applicable recommendations. The geotechnical engineering recommendations may include but not be limited to the following:

Earthwork Improvement Recommendations

- Site clearing and soil subgrade preparation
- Exclusion of oversize fill soil materials
- Aerial fill moisture conditioning and compaction requirements
- Fill soil loose lift (layer) thickness requirements
- Utility trench backfill material placement and compaction requirements
- Surface water drainage
- Expansive soil mitigation (not including lime, flyash or cement treatment details)
- Temporary construction de watering methods

- Subdrain systems (if necessary)

Structural Improvements

- Deep and shallow foundation types, dimensions and embedment depths
- Deep and shallow foundation soil bearing capacity pressures
- Foundation soil sliding friction coefficients
- Concrete slab on grade floors
- Seismic (earthquake shaking) design parameters

1.3 TASK 3, REPORT PREPARATION

NV5 will prepare a separate geotechnical engineering report that will present our findings, conclusions and recommendations. The geologic hazard evaluation and geotechnical engineering investigation report will meet or exceed the minimum requirements of the 2019 CBC, Division of the State Architect, the California Geological Survey Note 48, and the accepted geotechnical engineering principles and practices performed in northern California. The report will include descriptions of the site conditions, field investigation, laboratory testing, geologic hazard, discussion of surface and subsurface past mining activities, seismic response update, and geotechnical engineering design recommendations for the proposed earthwork and structural improvements. NV5 will deliver electronic (PDF) copies of the final reports to the County. The reports will be signed and stamped by a responsible California-certified engineering geologist and licensed geotechnical engineer.

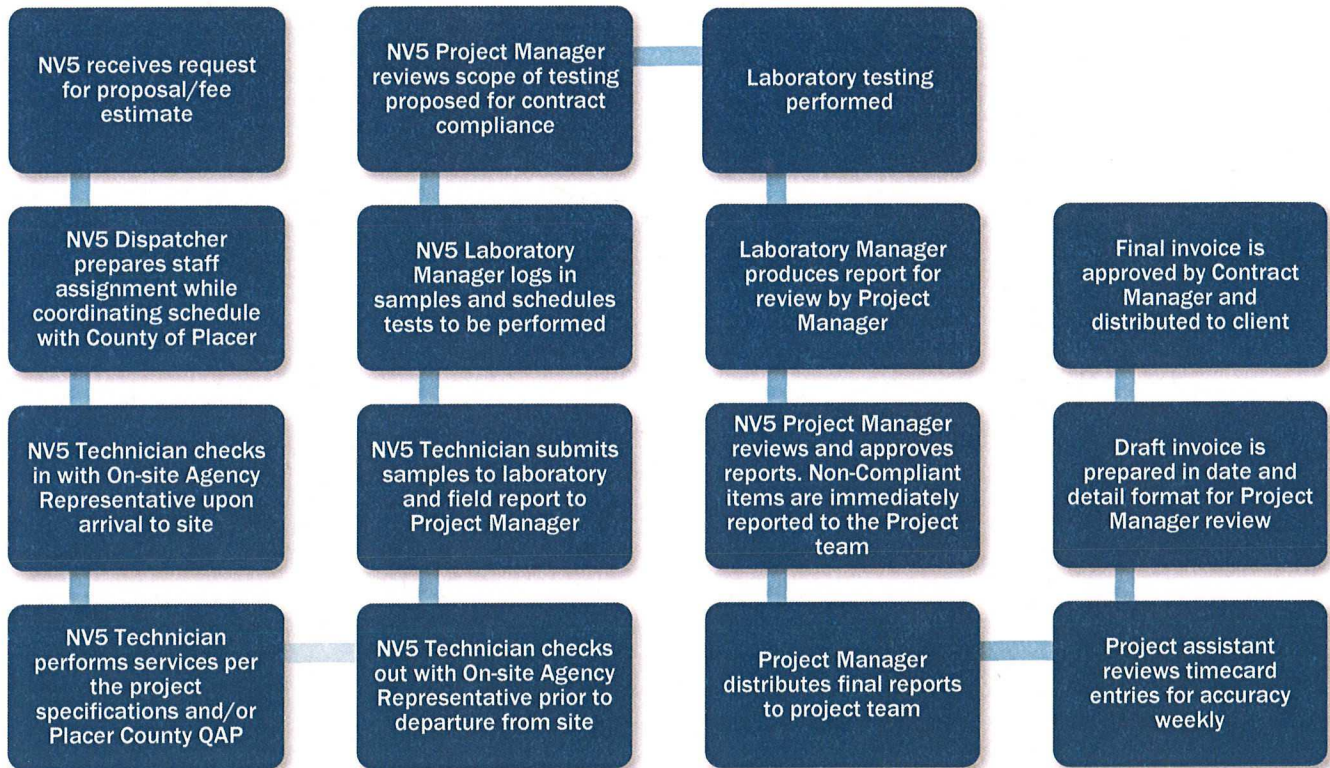
1.4 TASK 4, FINAL PLAN REVIEW

NV5 will review the final earthwork grading improvement plans and project specifications prior to commencement of construction to determine whether our geotechnical engineering recommendations have been implemented and, if necessary, to provide additional and/or modified recommendations.

2.0 MATERIALS TESTING AND CONSTRUCTION INSPECTION

Upon preparation of an individual project scope of work, NV5 will schedule the field and/or laboratory testing services. Special inspection and materials testing will be completed in accordance with the County construction standards, the California Building Code (CBC), ASTM International (ASTM) standards, and Caltrans standards. As part of our services, NV5's geotechnical engineer will oversee and certify the earthwork grading in accordance with the plans, specifications, and recommendations provided in the geotechnical engineering report. In addition, as accredited by DSA's Laboratory Evaluation Accreditation (LEA) program (LEA# 210 and 284), NV5 can provide special inspection services related to the steel fabrication, CMU construction, reinforced concrete placement, welding, high strength bolt testing, spray fire proofing, and more.

2.1 SAMPLE SCHEDULE



2.2 TESTING METHODOLOGY

2.2.1 EARTHWORK/ SAMPLING AND TESTING SERVICES

During earthwork grading operations, soil, structural fill, and aggregate materials will be sampled and tested in accordance with the County land development codes and standards, CBC, and the ASTM and Caltrans standard specifications and methods. NV5's responsible engineer and engineering technician will perform the following CQA engineering services:

- Observe and evaluate the exposed native subgrade soil for relative competency and stability.
- Perform in-place field moisture and density tests on subgrade soil, engineered fill, and Class II aggregate base rock materials consistent with the ASTM and Caltrans guideline procedures for density and moisture content to determine the relative compaction relative to the applicable Caltrans and ASTM maximum density and optimum moisture content.
- Observe final proof rolling of finished subgrade and aggregate base rock surfaces.
- Prepare a site plan that shows the approximate compaction test locations.
- Prepare daily field reports to document the following CQA observation made during each site visit: weather conditions; earthwork contractor's work activities; work progress; completed work products; equipment used; field compaction testing; and other pertinent CQA information.

2.2.2 HMA SAMPLING AND TESTING SERVICES

This task requires detailed familiarity with all aspects of the materials incorporated into the project, including asphalt binder, aggregates for HMA, HMA mix design, specifications, currency of JMF, check of lab test results, and reviews of other submittals as requested.

NV5 will attend and participate in pre-paving activities to establish expectations of contractor's QC and procedures for coordinating sampling and testing activities. We will focus on pre-paving activities that may affect public safety and public satisfaction and the appearance and durability of the final pavement surface.

NV5 will provide a full-time or part-time Plant Inspector during HMA production to monitor both the rubber and asphalt plant operations. We will verify certificates of compliance for all mix components; observe binder storage and reaction tank temperatures, rubber blending, and viscosity testing; and obtain copies of these logs. We will test HMA mix temperature and perform a visual inspection of material for quality; and perform testing and sampling as appropriate and in accordance with the project specifications or County standards.

2.2.3 AGGREGATE INSPECTION

- Verify materials used for HMA/ RHMA production are approved.
- Observe aggregate storage and determine that it meets requirement as specified.
- Determine that supplemental fine aggregate is stored separately and kept thoroughly dry.

2.2.4 PLANT INSPECTION REQUIREMENTS PRIOR TO PRODUCTION

- Determine whether the stockpiled aggregate is similar to the material used for the mix design.
- Verify scales and meters are sealed, tested and operating as required.
- Verify the temperature-indicating device on the drier meet's specifications.
- Check proportioning supplemental fine aggregate/ baghouse dust and dust collection system meets specifications.
- Verify safety provisions for sample collection as required by specifications are in place.
- Check asphalt storage tanks and determine if all required devices are within specification limits.

2.2.5 PLANT INSPECTION REQUIREMENTS DURING PRODUCTION

- Maintain a daily plant record. Use forms that have been approved by the Engineer.
- Verify that production rate for the mix plant does not exceed those established for plant.
- Monitor plant proportioning and all interlocks settings required to confirm plant is operating correctly.
- Obtain Certificates of Compliance for all asphalt binder loads.
- Monitor and record the temperature of the asphalt binder, aggregate and HMA to confirm maximum and minimum temperatures are within limits.
- Review aggregate grading test results vs. specs and report any deviations to operator and inspector.
- Observe production to assure that homogeneous, uniformly-coat ed mix at mixer discharge.
- Examine truck beds prior to loading to ensure that petroleum products are not used and that parting agents are used sparingly.
- Record information supporting payment and determining causes for out-of-spec materials.

2.2.6 MATERIAL SAMPLING & TESTING

- Sample HMA Binder and verify materials used for HMA production are approved.
- Sample aggregates at plant per project requirements.
- Sample HMA on grade or at plant per the applicable subsequent test requirements.

2.2.7 ASPHALT LAYDOWN OPERATIONS

- During paving operations, HMA materials will be sampled and testing in accordance with the County and the approved plans and specifications. NV5's responsible engineer and engineering technician will perform the following CQA engineering services:
- Monitoring activities at the paving spreader may include:
 - Measurement of air and HMA temperatures then recorded on appropriate forms.
 - Verifying paving and rolling equipment are approved for the needs of the project.
 - Monitor thickness, spread width and spread rate against theoretical rate.
 - Record number of layers; ensure longitudinal joints are offset as specified to ensure longitudinal & transverse joints are smooth.
 - Confirm rolling pattern & compaction effort are consistent with the test section.
 - Observe construction at cold transverse joints to see that specifications are met.
 - Observe that segregation and visual pavement deformities are avoided or corrected.
 - Perform in-place field density testing on asphalt concrete consistent with ASTM, AASHTO and ASTM guidelines procedures, per the approved plans.
 - Provide random sampling and testing locations in accordance with Caltrans methods and inspection during coring of HMA performed by the contractor. Collect a minimum of two cores from each sampling locations, testing one and holding the second for potential dispute resolution testing, if needed.
 - Perform sampling and density testing during HMA placement and compaction.
 - Prepare a site plan that shows the approximate test and sampling locations.
 - Prepare daily field reports to document the following CQA observation made during each site visit: weather conditions; earthwork contractor's work activities; work progress; completed work products; equipment used; field compaction testing; and other pertinent CQA information.

2.2.8 CONCRETE COMPONENT SAMPLING AND TESTING

Concrete components including rebar, sand, aggregate and cementitious materials may be sampled and tested in accordance with the County standards and the approved plans and specifications. NV5's responsible engineer and engineering technician will perform the following CQA engineering services as required by the project specials and/or the County standards:

- Provide periodic special inspection of reinforcing steel for structures and slab-on-grade cast-in-place concrete.
- Perform batch plant inspection and sampling for materials used in structural concrete mixes.
- Provide periodic special inspection during the placement of structural and traffic-rated PCC concrete.
- Perform testing during casting of concrete for the foundations, structural slabs, and exterior traffic rated cast-in-place concrete, as required. Sampling and testing fresh concrete in accordance with Caltrans, ACI, and ASTM methods.
- Determine compressive strength of concrete test cylinders cast at the project site. This includes:
- Inspection of stressing operation after placed concrete reaches required strength.

- Prepare daily field reports to document the following CQA observations made during each site visit: weather conditions; earthwork contractor's work activities; work progress; completed work products; equipment used; field testing data; and other pertinent CQA information.

2.2.9 ADDITIONAL SPECIAL INSPECTIONS

- Provide periodic/continuous special inspection per California Building Code during installation of structural connections.
- Provide periodic/continuous special inspection of structural steel welding per California Building Code in the shop and/or field.
- Provide periodic/continuous special inspection of high strength bolting per California Building Code in the field.
- Provide periodic/continuous special inspection of spray-applied fire resistive materials per California Building Code in the field.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

2023 FEE SCHEDULE - CHICO & NEVADA CITY

PERSONNEL	HOURLY RATE
Project Assistant.....	\$91
AutoCAD Operator.....	\$112
Technical Editor.....	\$96
Assistant Engineer/Geologist.....	\$129
Staff Engineer/Geologist.....	\$135
Staff Engineer/Geologist I.....	\$143
Staff Engineer/Geologist II.....	\$159
Project Engineer/Geologist I.....	\$177
Project Engineer/Geologist II.....	\$182
Senior Engineer/Geologist.....	\$187
Senior Engineer/Geologist II.....	\$195
Associate Engineer/Geologist.....	\$203
Associate Engineer/Geologist II.....	\$220
Principal.....	\$240
Expert Testimony and Deposition (four-hour minimum).....	\$375
Laboratory Technician Shop Rate.....	\$96
Engineering Technician I.....	\$102
Engineering Technician II.....	\$112
Engineering Technician III.....	\$118
Shop Welding Inspector.....	\$115
Certified Welding Inspector (CWI/AWS).....	\$127
Non-Destructive Testing (NDT) Technician.....	\$145
Project Manager I/Construction Services Manager I.....	\$139
Project Manager II/Construction Services Manager II.....	\$167
Senior Project Manager/Construction Services Manager III.....	\$187

PREVAILING WAGE SERVICES	HOURLY RATE
Field Soils and Materials Tester, Soils/Asphalt.....	\$132
ACI Concrete Tester.....	\$130
ICC Fireproofing.....	\$130
Proofload/Torque Testing.....	\$130
AWS/CWI Certified Welding Inspector.....	\$139
ASNT Level II Non-Destructive Testing (NDT).....	\$145
ICC Certified Structural Inspector.....	\$136
DSA Masonry/Shotcrete and Lead Inspector.....	\$150
Travel Time - Tester/Inspector (Prevailing Projects Only).....	\$102

FIELD EQUIPMENT	UNIT RATE
Cone Penetrometer.....	\$130 Half Day/\$210 Full Day
Core Drill Machine.....	\$188 Half Day/\$298 Full Day
DAQ III/Seismic Refraction Survey.....	\$407/Day
Handheld Ground Penetrating Radar/Profometer.....	\$471/Day
Schmidt Hammer.....	\$26/day
Mini-Excavator (Bobcat E 35, or equivalent).....	\$650 Half Day/\$1200 Full Day
Tension Ram.....	\$50/Day
Simple Field Infiltrometer.....	\$90/Day

Notes

- For inspection call - out between 0 and 4 hours a minimum charge of 4 hours will be charged. Eight hours will be charged for work performed over 4 hours up to eight hours. Actual time will be charged for work performed over 8 hours, rounded up to the nearest half hour.
- A minimum 2-hour fee will be charged for scheduled site visits not cancelled in advance of arrival.
- Mileage and hourly rates will be charged portal to portal. Mileage will be billed at \$0.76 per mile.
- Outside services will be billed at our cost, plus 20 percent.
- Overtime rates for Saturday or over 8 hours/day: hourly rate times 1.5/Hour.
- Double time rates for Saturday, Sunday, holiday, over 8 hours/day, or over 12 hours/day: hourly rate times 2/Hour.
- Prevailing wage second shift rates: hourly rate plus \$20/Hour.
- Per Diem will be billed at cost plus 20 percent unless other arrangements are made.

2023 LABORATORY TESTING SERVICES - CHICO & NEVADA CITY

Soil	Aggr	Conc	Aspl	ASTM TEST METHODS	UNIT COST
				■ ASTM A615 Reinforcing Steel Bend & Tensile Test to #6	\$150
				■ ASTM C39 Concrete Compressive Strength, 4x8	\$36
				■ ASTM C39 Concrete Compressive Strength, 6x12	\$54
				■ ASTM C40 Organic Impurities in Fine Aggregates for Concrete	\$45
				■ ASTM C78 Flexural Strength of Concrete	\$150
				■ ASTM C140 CMU Strength, Unit Weight, Absorption	\$268
				■ ASTM C780, C109 Compressive Strength Mortar	\$36
				■ ASTM C1019 Compressive Strength Grout	\$36
				■ ASTM C1314 Compressive Strength Masonry Prisms	\$134
				■ ASTM C136 D422A Full Sieve Particle Size Analysis	\$159
				■ ASTM D422B Long Hydrometer Particle Size Analysis (specific gravity not included)	\$159
				■ ASTM D422C Full Sieve w/ Long Hydrometer Particle Size Analysis (specific gravity not included)	\$209
				■ ASTM D698, D1557 Compaction Curves (4-inch mold)	\$240
				■ ASTM D698, D1557 Compaction Curves (6-inch mold)	\$252
				■ ASTM D854 Specific Gravity	\$107
				■ ASTM C117, D1140 No. 200 Mesh Wash Particle Size Analysis	\$103
				■ ASTM C131, CTM 211 Abrasion Resistance by LA Rattler	\$232
				■ ASTM D2166 Unconfined Compression Shear Strength	\$131
				■ ASTM D2216 Oven Moisture Content	\$36
				■ ASTM D2419 Sand Equivalent	\$129
				■ ASTM D2434 Constant Head Permeability	\$321
				■ ASTM D2435 One-Dimensional Consolidation (10 load points)	\$300
				■ ASTM D2844 Resistance Value (CTM 301)	\$323
				■ ASTM D2850 Unconsolidated, Undrained, Triaxial Shear Strength (per point)	\$174
				■ ASTM D2937 Density-Moisture	\$42
				■ ASTM D3080 Direct Shear Strength (3 points minimum)	\$360
				■ ASTM D4318 Atterberg Indices (Dry Method)	\$181
				■ ASTM D4767 Consolidated, Undrained, Triaxial Shear Strength (per point)	\$209
				■ ASTM D4829 Expansion Index (UBC Expansion Index)	\$180
				■ ASTM D4832 Strength of CLSM	\$52
				■ ASTM D5084 Falling Head Permeability	\$298
				■ ASTM E605 Sprayed Fire-Resistive Materials Thickness and Density	\$111
CALIFORNIA TEST METHODS					UNIT COST
				■ CTM 202 Analysis of Fine Coarse Aggregate	\$156
				■ CTM 205 Percent of Crushed Particles	\$103
				■ CTM 206 Specific Gravity/Absorption Coarse Aggregate	\$126
				■ CTM 207 Specific Gravity/Absorption Fine Aggregate	\$126
				■ CTM 208 Apparent Specific Gravity of Fine Aggregate	\$116
				■ CTM 216 Maximum Wet Density Determination	\$255
				■ CTM 217 Sand Equivalent	\$129
				■ CTM 226 Moisture Content by Oven	\$36
				■ CTM 227 Evaluating Cleanness of Coarse Aggregate	\$120
				■ CTM 229 Durability Index	\$180
				■ CTM 234 Uncompacted Void Content of Fine Aggregate	\$126
				■ CTM 235 Percent of Flat and Elongated Particles	\$104
				■ CTM 308 Bulk Density Hot Mix Asphalt (HMA)	\$45
				■ CTM 309 Max Specific Gravity of HMA	\$188
				■ CTM 366 Stabilometer	\$400
				■ CTM 370 Moisture Content with Microwave	\$29
				■ CTM 382 Asphalt Content by Ignition Method	\$188
				■ CTM 382 Asphalt Content by Ignition Method Correction Factor Development	\$576
				■ Caltrans LP 2, 3, 4 Aggregate Asphalt and Dust Proportion	\$192
OTHER TEST METHODS					UNIT COST
				■ AASHTO T312B Gyrotory Compaction, 6" Specimen, (add \$110 for asphalt rubber)	\$423
				■ AASHTO T324B Hamburg Wheel Track	\$1,644
				■ CBC 2105A.4 CMU Bond Shear Strength of Core	\$250

This is a partial list of the most common laboratory tests. ASTM/CTM Standards are used as guidelines. □

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.

SUMMARY OF CONTRACT

Contractor Name: NV 5

Description of Services On-Call Materials Testing and Construction Inspection

SUMMARY OF MATERIAL TERMS

Max Annual Price: 40,000

Max Multi-Year Price: \$200,000

FY 24/25 \$40,000

FY 25/26 =\$40,000

FY 26/27 =\$40,000

FY 27/28 =\$40,000

Contract Start Date: 7/1/2023

Contract End Date: 6/30/2024

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker's Compensation (Statutory Limits)	
Professional Errors and Omissions(\$2,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: Ca professional PE as needed

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County
Public Works Department

Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: Patrick Perkins
Email:
Patrick.perkins@nevadacounty.ca.gov
Phone: 530.265.1712

CONTRACTOR:

NV 5 Inc.

Address 792 Searls Ave
City, St, Zip Nevada City, CA 95959
Attn: Daniel Vieira
Email: Daniel.Vieira@NV5.com

Phone: 530-687-2609

Contractor is a: (check all that apply)

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

EDD Worksheet Required

Yes No

ATTACHMENTS

- Exhibit A:**Schedule of Services
- Exhibit B:**Schedule of Charges and Payments
- Exhibit C:**Insurance Requirements