



RESOLUTION No. 17-597

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

APPROVAL OF AGREEMENT FOR SNOW REMOVAL SERVICES BETWEEN THE COUNTY OF PLACER AND COUNTY OF NEVADA IN THE DONNER PASS ROAD AREA OF NEVADA COUNTY (DISTRICT 5)

WHEREAS, on August 8, 2017 the Board of Supervisors adopted Resolution 17-412, approving a renewal contract with Sugar Bowl Corporation for snow removal services for the Soda Springs area of eastern Nevada County; and

WHEREAS, on November 2, 2017 Sugar Bowl provided 30 days' notice terminating their snow removal contract with Nevada County; and

WHEREAS, Placer County has expressed an interest in assisting the county with snow removal services; and

WHEREAS, Placer County currently performs snow removal services for nearby Soda Springs Road and the Serene Lakes community for many years, and the Placer County Board of Supervisors is scheduled to authorize entering into an agreement with Nevada County to expand those services into adjacent Nevada County on December 12, 2017; and

WHEREAS, the parties desire to enter into an agreement for Fiscal Year 2017/18 with a not-to-exceed amount of \$180,000; and

WHEREAS, funds are available in budget account 1114-30107-703-1000-521140.

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

1. Enters into an Agreement for Snow Removal Services for the Donner Pass Road area of Eastern Nevada County with Placer County for a not-to-exceed amount of \$180,000 for Fiscal Year 2017/18, to be billed on a time and materials basis.
2. Authorizes County Counsel to make minor changes to the contract language to ensure that insurance requirements may be met through equivalent means if needed, as allowed in the Public Contract Code.
3. Authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County an Agreement between Nevada County and Placer County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of December, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Hank Weston, Chair

12/12/2017 cc: DPW*
AC* (Hold)

1/11/2018 cc: DPW*
AC* (Release)
Placer County

2017-2018

**AGREEMENT FOR
SNOW REMOVAL SERVICES BETWEEN
THE COUNTY OF PLACER AND COUNTY OF NEVADA**

For and in consideration of the mutual promises herein exchanged, the County of Placer (PLACER) and the County of Nevada (NEVADA) do hereby agree as follows:

1. PLACER shall provide snow removal, sanding, and snow pack removal services to the NEVADA streets on Exhibit "A" attached to this Agreement, and as described in Exhibit "B" attached to this Agreement, pursuant to Streets & Highway Code § 909 and § 941.6. NEVADA will pay for said services as provided for in Exhibit "C". PLACER shall invoice NEVADA for service charges on a monthly basis. Total charges under this Agreement shall not exceed \$180,000 for the agreement period.
2. All such snow removal shall be conducted in accordance with all applicable laws in a good and workmanlike manner, and in as timely a fashion as possible, given weather conditions and equipment limitations. To the maximum extent practical, each street shall be plowed at the time 4" of snow is reached on roadway.
3. PLACER and NEVADA shall each appoint their respective Director of Public Works (or designees) to act as their representatives for purposes of coordinating snow removal operations. The respective Directors shall meet as required to carry out the purposes of this Agreement and hereby delegate authority as may be reasonably required to effectuate its purposes. The Directors may add or delete road segments by mutual written agreement as conditions warrant.
4. This Agreement is for service from PLACER only, with payment as provided for herein. The initial term of this Agreement shall commence on December 3, 2017, and conclude June 30, 2018, unless the parties hereto deem an earlier commencement or later conclusion is necessary due to weather conditions.
5. The Parties may elect to renew this Agreement for up to two (2) additional one-year terms by mutual agreement made in writing.
6. This Agreement can be cancelled with or without cause by either party upon sixty (60) days' written notice to the other party. This Agreement shall continue until notice of cancellation is given, unless otherwise amended in accordance with Section 8 hereof. In the event of termination, PLACER shall prepare and deliver to NEVADA a final invoice.
7. Neither PLACER nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by

NEVADA under or in connection with any work, authority or jurisdiction delegated to NEVADA under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, NEVADA shall fully defend, indemnify and save harmless PLACER, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by NEVADA under or in connection with any work, activity or jurisdiction delegated to NEVADA under this Agreement.

Neither NEVADA nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by PLACER under or in connection with any work, activity or jurisdiction delegated to PLACER under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, PLACER shall fully defend, indemnify and save harmless NEVADA, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by PLACER under or in connection with any work, authority or jurisdiction delegated to PLACER under this Agreement.

8. INSURANCE

- a. PLACER shall be required to maintain insurance policies with the following minimum limits and in compliance with all requirements set forth below:
 - i. Commercial General Liability (\$1,000,000)
 - ii. Automobile Liability – Commercial Policy (\$1,000,000)
 - iii. Workers' Compensation as required by law

- b. Commercial General Liability Requirements:

PLACER shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- i. Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$1,000,000;
- ii. An endorsement naming COUNTY OF NEVADA as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Agreement;
- iii. A provision that said insurance shall be primary and other insurance maintained by the COUNTY OF NEVADA shall be excess only and not contributing with TOWN OF TRUCKEE's insurance;
- iv. A provision that said insurance shall provide for thirty (30) days written notice to COUNTY OF NEVADA of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days' notice for non-payment of premium).

- c. Automobile Liability Requirements:

For each vehicle used including non-owned and hired automobiles, PLACER shall promptly provide proof of such insurance evidenced by a certificate of

insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated of \$1,000,000;
- An endorsement naming COUNTY OF NEVADA as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Agreement;
- A provision that said insurance shall be primary and other insurance maintained by the COUNTY OF NEVADA shall be excess only and not contributing with PLACER's insurance;
- A provision that said insurance shall provide for thirty (30) days written notice to COUNTY OF NEVADA of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days' notice for non-payment of premium).

d. Worker's Compensation Requirements:

PLACER shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to COUNTY OF NEVADA. Before commencing to utilize employees in providing Services under this Agreement, PLACER warrants that it will comply with the provisions of the California Labor Code, requiring PLACER to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

e. Miscellaneous Insurance Provisions: (County Resolution No. 90-675)

- i. All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Agreement or any extensions hereof, then Contractor shall carry prior acts coverage.
- ii. Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this Agreement.
- iii. At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Agreement, policies of insurance required by this Agreement which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Agreement.
- iv. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this Agreement (herein "Material Breach"); 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 Agreement, or both.

- v. Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth in this Paragraph 9, to the extent such insurance provisions are required of Contractor under this Agreement. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this Agreement, 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 Agreement, or both.
- vi. Nothing in this Paragraph 9 shall be construed as a limitation of Contractor's liability.

9. Written notice shall be served by US Mail or in person to the following:

COUNTY OF NEVADA: Director of Public Works
 950 Maidu Avenue, Suite 170
 Nevada City, CA 95959

COUNTY OF PLACER: Director of Public Works
 3091 County Center Drive, Suite 220
 Auburn, CA 95603

10. Any amendments to this Agreement shall be in writing and signed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of California. This document represents the entire Agreement of the parties with regard to its terms and supersede and replaces all previous similar agreements with regard to the provision of such service. This Agreement has been jointly prepared by the parties and no presumption shall arise with regard to the indemnity of the drafter.
11. In the event a dispute, claim or controversy shall arise between the parties to this Agreement, the parties will first attempt to negotiate in good faith to resolve the dispute between the parties. If the dispute is not resolved between the parties, the parties agree to participate in at least four hours of mediation before a neutral mediator jointly selected by the parties prior to instituting any legal action. The cost of the mediation will be shared on an equal basis between the parties. The mediation shall take place in the County of Placer. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration, lawsuit or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator and scheduling the mediation proceedings. The parties agree that they will participate in the

mediation in good faith. All applicable statutes of limitation and defenses based on the passage of time shall not be tolled by the requirement that any dispute, claim or controversy related to this Agreement be submitted to mediation.

[signatures on following page]

SIGNATURE PAGE TO AGREEMENT FOR SNOW REMOVAL SERVICES

COUNTY OF PLACER

Dated: 12/22/17

Ken Grehm

Ken Grehm, Director of Public Works

APPROVED AS TO FORM:

Dated: 12/21/17

Elise Nelson

Elise Nelson,
for:

Gerald Carden
County Counsel

COUNTY OF NEVADA

Dated: 1/10/18

Christine J. Jorgensen

Chairperson
Nevada County Board of Supervisors

APPROVED AS TO FORM:

Dated: 1/10/18

Alison Barratt-Green

Alison Barratt-Green
County Counsel

EXHIBIT A

This Agreement for snow removal, snow pack removal and sanding services is for service on the following roads or in the following districts only:

Soda Springs Area

- Donner Pass Road from Sherrit Lane to top of Donner Summit.
- Sherrit Lane 0.08 mile from Donner Pass Road to the end of the County maintained portion.
- Lola Montez Lane 0.10 mile from Donner Pass Road to Lotta Crabtree.
- Lotta Crabtree Terrace 0.09 mile from Lola Montez Lane to end.
- T-Bar Court 0.05 mile from Lola Montez Lane to end.

Ski-Town II (Permanent Road Division - PRD)

- Poma Lane – all.
- Lotta Crabtree Terrace from intersection of Poma Lane east to Lola Montez Lane.
- Lotta Crabtree Terrace from Intersection of Poma Lane west to end – *by request only*.

Placer County shall bill County for time, equipment or materials used on the above roads within the County of Nevada only. County shall not be billed for work on any private roads or in other counties.

PRIORITY OF ROADS TO BE PLOWED OR SANDED:

A. Soda Springs Area:

1. **Donner Pass Road from Sherrit Lane to top of Donner Summit.**
2. Sherrit Lane 0.08 mile from Donner Pass Road to end of County maintained mileage.
3. Lola Montez Lane 0.10 mile from Donner Pass Road to Lotta Crabtree.
4. Lotta Crabtree Terrace 0.09 mile from Lola Montez Lane to end.
5. T-Bar Court 0.05 mile from Lola Montez Lane to end.

B. Ski-Town II (PRD):

1. Poma Lane – all.
2. Lotta Crabtree Terrace from intersection of Poma Lane east to Lola Montez Lane.
3. Lotta Crabtree Terrace from Intersection of Poma Lane west to end – *by request only*.

EXHIBIT B

SCOPE OF WORK

PLOWING: Plowing shall consist of snow removal, snow pack removal, and sanding services on Nevada County roads as shown on Exhibit A. The service shall be provided seven (7) days per week, from December 3, 2017 to June 30, 2018. Each street shall be plowed when minimum snow accumulation of 4" of snow is reached on roadway. Snow removal shall be of the entire width of pavement whenever possible.

SANDING: Approved traction control and de-icing materials shall be applied on Nevada County roads as shown on Exhibit A on an as-needed basis as conditions warrant or when instructed to sand by the Nevada County Department of Public Works, the County Sheriff or the California Highway Patrol.

EXHIBIT C

METHOD OF PAYMENT

Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Agreement are set forth in this Exhibit, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt, and shall remain in effect for the entire term of this Agreement, and any extension hereof. In no event will the cost to Nevada County for Services to be provided under this Agreement, including direct non-salary expenses, exceed the maximum price set forth in this Agreement.

On Demand Services:

The charges (herein "Charges") for furnishing the aforementioned Services under this Agreement are set forth as follows:

STANDARD MAXIMUM NOT TO EXCEED HOURLY RATES:

Employee Classification	Standard Rate	Overtime Rate
Senior Road District Supervisor	\$115	\$175
Road District Supervisor	\$110	\$165
Senior Equipment Operator	\$105	\$157.50
Equipment Operator	\$100	\$150

Actual rates shall not exceed the maximum not to exceed listed hourly rates.

STANDARD EQUIPMENT RENTAL RATES:

Equipment rental rates shall be in conformance with the latest version of the Caltrans Labor Surcharge and Equipment Rental Rates Manual, available for download at <http://www.dot.ca.gov/hq/construc/equipmnt.html>.

Snow blowers are currently not included in the Caltrans Labor Surcharge and Equipment Rental Rates Manual. The proposed rate for the use of a snow blower shall not exceed \$300 per hour. Final snow blower rates shall be determined prior to the end of the Agreement period through coordination with the Caltrans Division of Construction.