

Administering Agency: Nevada County Public Works Department

Contract No. _____

Contract Description: Egress/Ingress Fire Safety Project – Registered Professional Forester

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of October 27, 2020 by and between the County of Nevada, ("County"), and Richard R. Harris, Consulting Forest Ecologist ("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 Eighty-Nine Thousand Dollars (\$89,000).**
3. **Term** This Contract shall commence on 10/27/2020. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 12/31/2022.
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** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
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 Avenue, Suite 170
City, St, Zip Nevada City, CA 95959
Attn: Patrick Perkins
Email: Patrick.Perkins@co.nevada.ca.us
Phone: (530) 265-1712

CONTRACTOR:

Richard R. Harris
Address 825 Justin Way
City, St, Zip Dixon, CA 95620
Attn: Richard R. Harris
Email: rrharrisconsulting@gmail.com
Phone: 707-685-5508

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.

SUMMARY OF CONTRACT

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: _____

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: _____

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

CONTRACTOR: Richard R. Harris

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: _____ Secretary _____

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

Exhibits

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

SUMMARY OF CONTRACT

EXHIBIT A

SCHEDULE OF SERVICES

Task 1: Assist the County with CEQA compliance by identifying sensitive resources (cultural sites, biologically sensitive areas, watercourses) within the proposed treatment area(s) (20 feet from the edge of the County roads). In the event that specialized surveys are required Consultant will advise the County on those needs.

We will conduct field reconnaissance on up to 200 miles of roads to identify any potential sensitive areas. The reconnaissance will be conducted on a weekly basis in conjunction with workflow by a contractor. If necessary, field surveys would be preceded by record searches at the North Central Information Center to determine where recorded cultural resources are present and at the California Natural Diversity Data Base to determine where sensitive plant and wildlife species are recorded. We will also review any data on these resources that may be available from the County. While conducting this reconnaissance we will note and flag the location of any sensitive resource areas that we verify or discover. We will use a digital field form to collect data that will have the following fields:

- Location (road name, milepost or distance from known benchmark, GPS coordinates)
- Resource type (cultural site, sensitive biological resource, watercourse, slope constraint)
- Recommended practice (flag and avoid, directional falling, equipment limitation)

In addition to identifying sensitive resources, we will mark with “NC” and provide location data for roadside trees that in our professional opinion constitute “imminent hazards”. The County may remove these trees at a future date.

We will report the findings of our field survey at our weekly meeting with the County to review work proposed by the contractor for the upcoming week. We will advise the County at each weekly meeting if we recommend monitoring by the RPF at any particular locations.

Task 2: Assist the County construction manager as needed by identifying any sensitive resources present in current work areas and providing guidance on their protection and/or avoidance.

We will meet weekly with the County construction manager and contractor to review the upcoming week’s work and advise on any special requirements such as avoiding sensitive areas or identifying particularly difficult working conditions. The survey conducted during Task 1 will facilitate this. Sensitive resources identified in Task 1 will be flagged in the field as needed to avoid impacts prior to commencement of work on road reaches scheduled for treatment in each week.

After completion of work in specific areas on request from the County, we will conduct a field review to determine if the contractor complied with contractual and environmental requirements.

Task 3: The RPF will be required to complete a written report on a monthly basis, outlining work completed by the contractor and the RPF, attach photos of the work and work areas, outline any problems, and update the status of the project at a minimum.

SUMMARY OF CONTRACT

Task 4: Review Proposed Construction Contract. Upon request, we will assist the County with the preparation of invitations to bid on project components and solicitation of contractors. We will review proposed construction contracts and provide feedback to the County.

Roads included in this work schedule are as follows:

Area 1 Roads – Contractor Fuel Clearance

Description	Length in Miles	From Road	To Road
Area #1 - Group #1			
ARTIC CLOSE	0.13	CASCADE LP	N END
AURORA CLOSE	0.08	BANNER QUAKER H	N END
BALTIC CLOSE	0.05	LAKE LN	N END
CASCADE DRIVE	0.28	PASQUALE RD	PASQUALE RD
CASCADE LOOP	0.53	PASQUALE RD	PASQUALE RD
GASTON DRIVE	0.32	CASCADE LP	N END
LAKE LANE	0.43	SCOTTS FLAT LAK	E END
LITTLE YORK CLOSE	0.07	SUMMIT RIDGE DR	S END
MOUNTAIN VIEW DRIVE	0.59	BANNER QUAKER H	PASQUALE RD
NUGGET STREET	0.20	PASQUALE RD	PASQUALE RD
SADIE D DRIVE	0.24	CASCADE LP	SPANISH LN
SPANISH LANE	0.21	LAKE LN	CASCADE LP
Subtotal	3.13		
Area #1 - Group #2			
BANNER QUAKER HILL ROAD	3.48	END OF PAVEMENT	END COUNTY MAIN
Subtotal	3.48		
Area #1 - Group #3			
CHINA CLOSE	0.04	BANNER QUAKER H	S END
GAS CANYON ROAD	0.53	BANNER QUAKER H	END COUNTY MAIN
GOLDBUG ROAD	0.31	SAILOR FLAT RD	GAS CANYON RD
HYDRAULIC RIDGE CLOSE	0.24	SAILOR FLAT RD	S END
SAILOR FLAT ROAD	0.91	GAS CANYON RD	END COUNTY MAIN
SARGENT AND JACOBS DRIVE	0.09	BANNER QUAKER H	N END
SUMMIT RIDGE DRIVE	1.27	BANNER QUAKER H	BANNER QUAKER H
YUBA CLOSE	0.05	GAS CANYON RD	S END
Subtotal	3.44		
Area #1 - Group 4			
PASQUALE ROAD	1.00	RED DOG RD	SIPHON RD
PASQUALE ROAD	1.00	SIPHON RD	MP 2
PASQUALE ROAD	1.00	MP 2	MP 3
PASQUALE ROAD	1.00	MP 3	MP 4
PASQUALE ROAD	0.79	MP 4	CASCADE LP
PASQUALE ROAD	0.42	CASCADE LP	BANNER QUAKER H
PASQUALE ROAD	0.48	BANNER QUAKER H	BANNER QUAKER H
Subtotal	5.69		
Area #1 - Group #5			
BERGGREN LANE	0.21	RED DOG RD	N END

SUMMARY OF CONTRACT

BOULDER STREET	0.17	NEVADA CITY COR	RED DOG RD
BOULDER STREET	0.17	RED DOG RD	END PAVEMENT
BOULDER STREET	0.42	END PAVEMENT	END COUNTY MAIN
CEDAR SPRINGS ROAD	0.24	RED DOG RD	QUAKER HILL CRO
CRYSTAL WELLS ROAD	0.30	RED DOG RD	QUAKER HILL CRO
INCLINE SHAFT ROAD	0.43	MURCHIE MINE RD	W END
MURCHIE MINE ROAD	0.57	RED DOG RD	W END

Subtotal 2.51

Area #1 - Group 6

QUAKER HILL CROSS ROAD	0.65	RED DOG RD	CRYSTAL WELLS R
QUAKER HILL CROSS ROAD	1.26	CRYSTAL WELLS R	BANNER QUAKER H

Subtotal 1.91

Area #1 - Group 7

DUTCH FLAT CROSSING ROAD	1.48	LOWELL HILL RD	PLACER CO
LOWELL HILL ROAD	4.32	HIGHWAY 20	KAIN'S OUTPOST
LOWELL HILL ROAD	2.08	KAIN'S OUTPOST	DEADMANS FLAT R
LOWELL HILL ROAD	1.90	DEADMANS FLAT R	MULE SPRING RD
LOWELL HILL ROAD	2.64	MULE SPRING RD	DUTCH FLAT CROS
LOWELL HILL ROAD	5.11	DUTCH FLAT CROS	MILES GRAVEL PL
LOWELL HILL ROAD	0.62	MILES GRAVEL PL	STEEP HOLLOW
LOWELL HILL ROAD	2.29	STEEP HOLLOW	RED DOG RD

Subtotal 20.43

Area #1 - Group 8

PARK AVENUE EXTENSION	0.36	SOLARO DR	RED DOG RD
RED DOG ROAD	1.50	BANNER LAVA CAP	BUCKEYE RD
RED DOG ROAD	0.85	BUCKEYE RD	EDGEWATER CT
RED DOG ROAD	0.88	EDGEWATER CT	GREENHORN CREEK
RED DOG ROAD	1.89	GREENHORN CREEK	CHALK BLUFF RD
RED DOG ROAD	0.79	CHALK BLUFF RD	END PAVEMENT

Subtotal 6.27

Area #1 - Group 9

AIRPORT ROAD	0.60	LAKE VERA PURDO	END OF PAVEMENT
AIRPORT ROAD	0.29	END PAVEMENT	END COUNTY MAIN
AUGUSTINE ROAD	1.06	CEMENT HILL RD	END COUNTY MAIN
CEMENT HILL ROAD	0.97	NEVADA CITY COR	WHISPERING OAKS
CEMENT HILL ROAD	1.31	WHISPERING OAKS	AUGUSTINE RD
CEMENT HILL ROAD	0.94	AUGUSTINE RD	END COUNTY MAIN

Subtotal 5.16

Area #1 - Group 10

BLUE TENT SCHOOL ROAD	1.37	N BLOOMFIELD GR	COOPER RD
COOPER ROAD	1.29	N BLOOMFIELD GR	END PAVEMENT
COOPER ROAD	0.75	END PAVEMENT	ARBOGAST RANCH
COOPER ROAD	1.32	ARBOGAST RANCH	LIGHTNING TREE
COOPER ROAD	0.61	LIGHTNING TREE	MADRONE SPRINGS

Subtotal 5.35

Area # 1 - Group 11

SUMMARY OF CONTRACT

COYOTE STREET	0.50	NEVADA CITY COR	N BLOOMFIELD GR
Subtotal	0.50		
Area #1 - Group 12			
INDIAN FLAT ROAD	0.42	HIGHWAY 49	COUNTRY CIR
INDIAN FLAT ROAD	0.21	COUNTRY CIR	START PAVEMENT
INDIAN FLAT ROAD	0.77	START PAVEMENT	CEMENT HILL RD
Subtotal	1.40		
Area #1 - Group 13			
LAKE VERA-PURDON ROAD	1.13	N BLOOMFIELD GR	SELBY LN
LAKE VERA-PURDON ROAD	1.25	SELBY LN	LAKE VERA BRIDG
NEW ROME ROAD	0.36	LAKE VERA PURDO	END OF PAVEMENT
NEW ROME ROAD	1.05	END PAVEMENT	END COUNTY MAIN
PURDON ROAD	0.33	LAKE VERA PURDO	ROUND MOUNTAIN
PURDON ROAD	1.08	ROUND MOUNTAIN	END CHIP SEAL
PURDON ROAD	2.00	END CHIP SEAL	YUBA BRIDGE
Subtotal	7.20		
Area #1 - Group 14			
RECTOR ROAD	0.56	ROCK CREEK RD	RUNNING HORSE R
RECTOR ROAD	0.48	RUNNING HORSE R	END OF PAVEMENT
RECTOR ROAD	0.48	END OF PAVEMENT	PURDON RD
ROCK CREEK ROAD	1.07	LAKE VERA PURDO	RECTOR RD
ROCK CREEK ROAD	0.13	RECTOR RD	END OF PAVEMENT
ROCK CREEK ROAD	0.88	END OF PAVEMENT	ROCK CREEK BRID
ROCK CREEK ROAD	0.80	ROCK CREEK BRID	HUDSON WY
ROCK CREEK ROAD	1.20	HUDSON WY	BLOOMFIELD RD
WET HILL ROAD	0.68	N BLOOMFIELD GR	CEMENT HILL RD
Subtotal	6.28		
Area #1 - Group 15			
DOW ROAD	0.20	LEWIS RD	HIGHWAY 20
GENASCI ROAD	0.37	LEWIS RD	WILLOW VALLEY R
LEWIS ROAD	1.03	WILLOW VALLEY R	GENASCI RD
MANZANITA DIGGINS DRIVE	0.25	HIGHWAY 20	E END
OLD WASHINGTON ROAD	0.29	NEVADA CITY COR	END COUNTY MAIN
Subtotal	2.14		
Area #1 - Group 16			
SCOTTS FLAT ROAD	1.73	HIGHWAY 20	SCOTTS VALLEY R
SCOTTS FLAT ROAD	0.95	SCOTTS VALLEY R	SCOTTS FLAT DAM
SCOTTS FLAT ROAD	1.34	SCOTTS FLAT DAM	ALPINE MEADOW C
SCOTTS VALLEY ROAD	0.20	WILLOW VALLEY R	1-2 LANE TRANSI
SCOTTS VALLEY ROAD	0.82	1-2 LANE TRANSI	SCOTTS FLAT RD
Subtotal	5.04		
Area #1 - Group 17			
WILLOW VALLEY ROAD	0.79	NEVADA CITY COR	MOSQUITO CREEK
WILLOW VALLEY ROAD	1.11	MOSQUITO CREEK	SCOTTS VALLEY R
WILLOW VALLEY ROAD	0.78	SCOTTS VALLEY R	END CHIP SEAL
WILLOW VALLEY ROAD	0.67	END CHIP SEAL	PAVEMENT

SUMMARY OF CONTRACT

WILLOW VALLEY ROAD	0.48	PAVEMENT	HIGHWAY 20
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Subtotal 3.83

Area #1 - Group 18

MAYBERT ROAD	0.23	WASHINTGON RD	END PAVEMENT
MAYBERT ROAD	2.70	END PAVEMENT	CANYON CREEK BR
ALPHA ROAD	0.33	WASHINGTON RD	END COUNTY MAIN
RELIEF HILL ROAD	0.47	END OF CHIP SEA	GASTON RD

Subtotal 3.73

Total Area #1 83.76

* lengths are approx only

Area #3 Roads – Contractor Fuel Clearance

Description	Length in Miles	From Road	To Road
Area #3 - Group #1			
ENGLE STREET	0.05	ALTA VISTA AV	BRAGG AV
SUNRISE HEIGHTS	0.13	ALTA ST	RIDGE RD
TERRY STREET	0.04	ALTA VISTA AV	BRAGG AV
ALTA STREET	0.634	GRASS VALLEY CO	RIDGE RD
CAREY DRIVE	0.26	RIDGE RD	S END
RIDGEVIEW DRIVE	0.14	RIDGE RD	S END
BUTTE VIEW DR	0.13	FROSTY LANE	RIDGE ROAD
CEDAR WAY	0.14	RIDGE RD	N END
SUZANNE WAY	0.09	CEDAR WY	SIERRA DR
MANZANITA DRIVE	0.18	RIDGE RD	W END
FROSTY LANE	0.09	BANNER VIEW DR	BUTTE VIEW DR
Subtotal	1.884		
Area #2 - Group #2			
DEER PARK DRIVE	0.798	ECHO RIDGE DR	SLATE CREEK RD
RIDGE ESTATES ROAD	0.48	RIDGE RD	RIDGE ESTATE DR
VIA COLINA DRIVE	0.2	RIDGE RD	EVERGREEN DR
MARJON	0.94	RIDGE RD	MARJON DR
EVERGREEN DRIVE	0.29	VIA COLINA	RIDGE ESTATE RD
DEER PARK DRIVE	0.798	ECHO RIDGE DR	SLATE CREEK RD
VIA VISTA	0.67	RIDGE RD	RIDGE RD
SHANNON WAY	0.71	DEER PARK DR	DEER PARK RD
SIERRA DRIVE	0.17	RIDGE RD	VISTA AV
VISTA AVENUE	0.16	SIERRA DR	W END
SLATE CREEK ROAD	1.446	GRASS VALLEY CO	DEER PARK DR
Subtotal	6.662		
Area #3 - Group #3			
ALLISON RANCH ROAD	1	HIGHWAY 49	BRIDGE
ALLISON RANCH ROAD	0.98	BRIDGE	EMPIRE STAR MIN
ALLISON RANCH ROAD	0.79	EMPIRE STAR MIN	MOTE LN
ALLISON RANCH ROAD	1.55	MOTE LN	GRASS VALLEY CO

SUMMARY OF CONTRACT

Subtotal	4.32		
Area #3 - Group #4			
AUBURN ROAD	1.472	HIGHWAY 49	PINGREE RD
AUBURN ROAD	0.7	PINGREE RD	WOLF CREEK BRID
AUBURN ROAD	1.617	WOLF CREEK BRID	HIDDEN VALLEY R
AUBURN ROAD	0.832	HIDDEN VALLEY R	ARCHERY WY
AUBURN ROAD	1.313	ARCHERY WY	McCOURTNEY RD
NOTTINGHAM LANE	0.28	ROBINHOOD DR	ARCHERY WY
FRIAR TUCK ROAD	0.6	ARCHERY WAY	ROBIN HOOD
ROBIN HOOD DR	0.39	ARCHERY WAY	AUBURN ROAD
ARCHERY WAY	0.13	AUBURN RD	ROBINHOOD DR
PINGREE ROAD	0.64	HIGHWAY 49	AUBURN RD
POLARIS DRIVE	1.45	MCCOURTNEY RD	POLARIS DR
Subtotal	9.424		
Area #3- Group # 5			
MCCOURTNEY ROAD	1.258	LIME KILN RD	OPUS RD
MCCOURTNEY ROAD	1.091	OPUS RD	PERIMETER RD
Subtotal	2.349		
Area #3 - Group #6			
SOUTH PONDEROSA WAY	0.39	McCOURTNEY RD	MP 0.93
SOUTH PONDEROSA WAY	0.685	MP 0.93	MP 1.615
SOUTH PONDEROSA WAY	0.21	ROUGH AND READY	END COUNTY MAIN
Subtotal	1.285		
Area #3 - Group #7			
BRAEMAR WAY	0.27	ALLISON RANCH R	DALEWOOD WAY
PINE COURT	0.09	KENWOOD DR	N . END
PLOVER WAY	0.38	KENWOOD DR	N END
KENWOOD DRIVE	0.37	HIGHWAY 49	PLOVER WY
GOLDEN STAR ROAD	0.417	ALLISON RANCH R	NORAMBAGUA LANE
Subtotal	1.527		
Area #3 - Group #8			
GARDEN BAR ROAD	0.97	WOLF RD	COUNTRYSIDE RAN
GARDEN BAR ROAD	0.78	COUNTRYSIDE RAN	COUNTRYSIDE RAN
GARDEN BAR ROAD	1.13	COUNTRYSIDE RAN	SANFORD'S BRIDG
GARDEN BAR ROAD	0.82	SANFORD'S BRIDG	END OF PAVEMENT
GARDEN BAR ROAD	1.18	END OF PAVEMENT	END COUNTY MAIN
Subtotal	4.88		
Area #3 - Group #9			
GAUTIER DRIVE	0.24	HIGHWAY 49	END COUNTY MAIN
AUTUMN WAY	0.16	HARVEST WY	VINTAGE DR

SUMMARY OF CONTRACT

HARVEST WAY	0.15	VINTAGE DR	VINTAGE DR
MOTHER LODE ROAD	0.18	HIGHWAY 49	END COUNTY MAIN
STREETER ROAD	0.15	HIGHWAY 49	END COUNTY MAIN
VINTAGE DRIVE	0.57	LIME KILN RD	VINTAGE DR
Subtotal	1.45		
Area #3 - Group #10			
CANYON VIEW COURT	0.16	TERRACE OAKS LN	END COUNTY MAIN
DEVONSHIRE CIRCLE	0.72	SPENCEVILLE RD	DEVONSHIRE CR
EASY STREET	0.49	PENN VALLEY DR	PENN VALLEY DR
HORTON STREET	0.31	PENN VALLEY DR	LISSO LP
LISSO LOOP	0.689	HORTON ST	HORTON ST
SIESTA DRIVE	0.75	EASY ST	EASY ST
QUIET WAY	0.08	SIESTA WY	END COUNTY MAIN
Subtotal	3.199		
Area #3 - Group #11			
INDIAN SPRINGS ROAD	1.06	McCOURTNEY RD	FALLING LEAF LN
INDIAN SPRINGS ROAD	1.07	FALLING LEAF LN	MAIDU TR
INDIAN SPRINGS ROAD	1.5	MAIDU TR	SPENCEVILLE RD
INDIAN SPRINGS ROAD	0.84	SPENCEVILLE RD	MAJESTIC VIEW C
INDIAN SPRINGS ROAD	1.12	MAJESTIC VIEW C	PENN VALLEY DR
PENN VALLEY DRIVE	1.144	HIGHWAY 20 (W)	PLEASANT VALLEY
PENN VALLEY DRIVE	0.806	PLEASANT VALLEY	EASY ST
PENN VALLEY DRIVE	0.88	EASY ST	SPENCEVILLE RD
PENN VALLEY DRIVE	0.58	SPENCEVILLE RD	HIGHWAY 20 (E)
CATTLE DRIVE	0.47	HIGHWAY 20	W END
SPENCEVILLE ROAD	0.62	PENN VALLEY DR	DEVONSHIRE CR
SPENCEVILLE ROAD	0.9	DEVONSHIRE CR	INDIAN SPRINGS
SPENCEVILLE ROAD	1.67	INDIAN SPRINGS	END COUNTY MAIN
SPENCEVILLE ROAD	1.88	BEGIN COUNTY MA	YUBA COUNTY LIN
Subtotal	14.54		
Area #3 - Group #12			
BUTLER ROAD	0.4	GRASS VALLEY CO	W END
ALPINE LANE	0.23	CONIFER LN	E END
CONIFER LANE	0.08	BUTLER RD	ALPINE LN
GLEN MEADOW DRIVE	0.44	BUTLER RD	S END
Subtotal	1.15		
Area #3 - Group #13			
OAK STREET	0.31	SQUIRREL CREEK	WALKER DR
ADAM AVENUE	0.41	SQUIRREL CREEK	ROUGH AND READY
GOLD DRIVE	0.28	SQUIRREL CREEK	END COUNTY MAIN
WALKER DRIVE	0.59	SQUIRREL CREEK	BUTLER RD
CEDAR AVENUE	0.29	SQUIRREL CREEK	END COUNTY MAIN

SUMMARY OF CONTRACT

Subtotal	1.88		
Area #3 - Group #14			
STAGECOACH WAY	0.14	ROUGH AND READY	END COUNTY MAIN
ROUGH AND READY ROAD	1.29	ROUGH AND READY	PIONEER RD
ROUGH AND READY ROAD	0.84	PIONEER RD	MINER'S WY
ROUGH AND READY ROAD	0.49	MINER'S WY	END COUNTY MAIN
Subtotal	2.76		
Area #3 -0 Group #15			
SQUIRREL CREEK ROAD	0.885	ROUGH AND READY	HILE ST
SQUIRREL CREEK ROAD	1.165	HILE ST	END COUNTY MAIN
Subtotal	2.05		
Area #3 - Group #16			
MILLS ROAD	0.21	ROUGH AND READY	END COUNTY MAIN
VALLEY DRIVE	0.63	ROUGH AND READY	END COUNTY MAIN
PARADISE DRIVE	0.27	VALLEY DR	END COUNTY MAIN
LA SIERRA DRIVE	0.18	VALLEY DR	END COUNTY MAIN
SUNSET AVENUE	0.23	EAST DR	WEST AV
EAST DRIVE	0.17	ROUGH AND READY	S END
WEST DRIVE	0.13	ROUGH AND READY	S END
Subtotal	1.82		
Area #3 - Group #17			
CHAMPION ROAD	0.226	NEWTOWN RD	END PAVEMENT
CHAMPION ROAD	2.374	END PAVEMENT	OLD DOWNIEVILLE
Subtotal	2.6		
Area #3 - Group #18			
JONES BAR ROAD	0.782	NEWTOWN RD	WOOLMAN LN
JONES BAR ROAD	1.14	WOOLMAN LN	END COUNTY MAIN
EMPRESS ROAD	0.58	BITNEY SPRINGS	NEWTOWN RD
NEWTOWN ROAD	0.77	HIGHWAY 49	CHAMPION RD
NEWTOWN ROAD	1.199	CHAMPION RD	BRANNON CT
NEWTOWN ROAD	1.311	BRANNON CT	JONES BAR RD
NEWTOWN ROAD	0.769	JONES BAR RD	BITNEY SPRINGS
Subtotal	6.551		
Area #3 - Group #19			
AMERICAN HILL ROAD	0.217	NEVADA CITY COR	END OF PAVEMENT
AMERICAN HILL ROAD	0.681	END OF PAVEMENT	OLD DOWNIEVILLE
OLD DOWNIEVILLE HIGHWAY	0.845	HIGHWAY 49	AMERICAN HILL R
OLD DOWNIEVILLE HIGHWAY	0.737	AMERICAN HILL R	NEVADA CITY COR
Subtotal	2.48		

Area #3 - Group 20

SUMMARY OF CONTRACT

MOONEY FLAT ROAD	1.53		HIGHWAY 20	DEER CREEK BRIDGE
MOONEY FLAT ROAD	1.22		DEER CREEK BRIDG	JOE MILLER RAVINE
MOONEY FLAT ROAD	1.4		JOEMILLER PAVINE	1.13 MI W. OF P
MOONEY FLAT ROAD	1.13		1.13 MI W OF P	PLEASANT VALLEY
Subtotal	5.28			

Total 78.091

* lengths are approximate only

Roads Dept 2021 Fuel Clearance

WASHINGTON ROAD	1	AC	HIGHWAY 20	MP 1
WASHINGTON ROAD	1	AC	MP 1	MP 2
WASHINGTON ROAD	1	AC	MP 2	MP 3
WASHINGTON ROAD	1	AC	MP 3	MP 4
WASHINGTON ROAD	1	AC	MP 4	MP 5
WASHINGTON ROAD	1.18	AC	MP 5	MAYBERT RD
ROUGH AND READY HIGHWAY	1.31	AC	HIGHWAY 20	MATAS-WECKS RD
ROUGH AND READY HIGHWAY	1.01	AC	MATAS-WECKS RD	ROUGH AND READY
ROUGH AND READY HIGHWAY	0.97	AC	ROUGH AND READY	BONANZA WY
ROUGH AND READY HIGHWAY	0.94	AC	BONANZA WY	BITNEY SPRINGS
ROUGH AND READY HIGHWAY	1.34	AC	BITNEY SPRINGS	RIDGE RD
ROUGH AND READY HIGHWAY	0.77	AC	RIDGE RD	GRASS VALLEY CO
BITNEY SPRINGS ROAD	0.765	AC	ROUGH AND READY	MYSTIC MINE RD
BITNEY SPRINGS ROAD	1.186	AC	MYSTIC MINE RD	EMPRESS RD
BITNEY SPRINGS ROAD	1.311	AC	EMPRESS RD	RUDD RD
BITNEY SPRINGS ROAD	0.926	AC	RUDD RD	N PONDEROSA WY
BITNEY SPRINGS ROAD	1.157	AC	N PONDEROSA WY	STARDUSTER DR
BITNEY SPRINGS ROAD	0.701	AC	STARDUSTER DR	BIETLER RD
BITNEY SPRINGS ROAD	1.14	AC	BIETLER RD	PLEASANT VALLEY

19.706

Roads Dept 2022 Fuel Clearance

BANNER MOUNTAIN TRAIL	0.578	AC	GRACIE RD	END PAVEMENT
BANNER MOUNTAIN TRAIL	0.117	DG	END PAVEMENT	START PAVEMENT
BANNER MOUNTAIN TRAIL	0.23	AC	START PAVEMENT	END PAVEMENT
BANNER MOUNTAIN TRAIL	1.833	DG	END PAVEMENT	END COUNTY MAIN
BANNER MOUNTAIN TRAIL	0.366	AC	BANNER LAVA CAP	END OF PAVEMENT
BLACK OAK DRIVE	0.18	AC	GAYLE LN	CRESCENT RD
BOREHAM LANE	0.29	AC	BANNER LAVA CAP	GAYLE LN
BOURBON HILL ROAD	0.131	AC	UREN ST	LEWIS RD
BUTTERFLY DRIVE	0.44	AC	MAYFLOWER DR	MAYFLOWER DR
CRESCENT DRIVE	0.29	AC	BANNER LAVA CAP	BOREHAM LN
FERN LANE	0.13	AC	BOREHAM LN	GAYLE LN
FOREST VIEW DRIVE	0.55	AC	BANNER LAVA CAP	BANNER LAVA CAP
GAYLE LANE	0.56	AC	BANNER LAVA CAP	BOREHAM LN
GRACIE ROAD	0.84	AC	NEVADA CITY COR	BIG BLUE RD
GRACIE ROAD	0.61	AC	BIG BLUE RD	BANNER LAVA CAP

SUMMARY OF CONTRACT

GRANHOLM LANE	0.34	AC	GOLD FLAT RD	S END
HAWKE LANE	0.14	AC	PITTSBURGH RD	E END
IDAHO MARYLAND ROAD	0.33	AC	1,740" W. OF SI	SILK TASSLE CIR
IDAHO MARYLAND ROAD	0.93	AC	SILK TASSLE CIR	LEE LANE
IDAHO MARYLAND ROAD	0.8	AC	LEE LANE	BANNER LAVA CAP
JAMES LANE	0.12	AC	GAYLE LN	JAMES LN
MAYFLOWER DRIVE	0.65	AC	BANNER LAVA CAP	BANNER LAVA CAP
NORTHVIEW DRIVE	0.825	AC	FOREST VIEW DR	PITTSBURG MINE
OLD TUNNEL ROAD	0.39	AC	BANNER LAVA CAP	TOWN TALK RD
PINEWOODS ROAD	0.54	AC	GOLD FLAT RD	S END
PITTSBURG MINE ROAD	0.508	AC	BANNER LAVA CAP	PITTSBURG RD
PITTSBURG ROAD	0.931	AC	BANNER LAVA CAP	GOLD FLAT RD

13.649

SUMMARY OF CONTRACT

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this contract.

<u>Personnel</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>
Forestry Professional	\$100/hr	810	\$81,000.00
Misc Expenses*	\$8,000	1	\$ 8,000.00
Total Contract before Contingency			\$89,000.00

*Misc expenses include all associated contract costs including but not limited to vehicles, gasoline, maintenance, personal equipment, laptop computers, cameras, tools, materials, etc.

Invoices

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

Submit all invoices to:

Nevada County
Public Works Department
Address: 950 Maidu Avenue, Suite 170
City, St, Zip Nevada City, CA 95959
Attn: Patrick Perkins
Email: Patrick.Perkins@co.nevada.ca.us
Phone: (530) 265-1712

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below.

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iv) **Professional Liability**
(Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
 - a. **Technology Professional Liability Errors and Omissions Insurance** Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - i. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor’s liability policy, such “property” coverage of the Agency may be endorsed onto the Vendor’s Cyber Liability Policy as covered property as follows:
 - ii. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency that will be in the care, custody, or control of Vendor.
 - iii. The Insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this

SUMMARY OF CONTRACT

Contract are sufficient to cover the indemnity or other obligations of the Vendor under this Contract.

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.

SUMMARY OF CONTRACT

- 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 Richard R. Harris

Description of Services Egress/Ingress Fire Safety Project – Registered Professional Forester

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$89,000

Max Multi-Year Price: \$89,000

FY 20/21 =\$44,500

FY 21/22 =\$44,500

FY 22/23 =\$0

Contract Start Date: 10/27/2020

Contract End Date: 12/31/2022

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)	Click or tap here to enter text.
Professional Errors and Omissions (\$2,000,000)	Click or tap here to enter text.

LICENSES AND PREVAILING WAGES

Designate all required licenses: California Registered Professional Forester's license

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County

Public Works Department

Address: 950 Maidu Avenue, Suite 170

City, St, Zip Nevada City, CA 95959

Attn: Patrick Perkins

Email: Patrick.Perkins@co.nevada.ca.us

Phone: (530) 265-1712

CONTRACTOR:

Richard R. Harris

Address 825 Justin Way

City, St, Zip Dixon, CA 95620

Attn: Richard R. Harris

Email: rrharrisconsulting@gmail.com

Phone: (707) 685-5508

Contractor is a: (check all that apply)

Corporation: ☐ Calif., ☐ Other, ☐ LLC, ☐

Non- Profit ☐ Corp ☐ Yes ☐ No

Partnership: ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited

Person: ☒ Indiv., ☐ 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