



# RESOLUTION No. **23-325**

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING RENEWAL OF CONTRACT WITH HOLDREGE & KULL FOR ON-CALL ENGINEERING SUPPORT SERVICES AT SOLID WASTE FACILITIES FOR AN AMOUNT NOT TO EXCEED \$238,500

WHEREAS, on June 19, 2018, the Nevada County Board of Supervisors adopted Resolution No. 18-278 awarding a contract to Holdrege & Kull (H&K), an NV5 Company, for on-call engineering support services at solid waste facilities; and

WHEREAS, per Resolutions 19-282, 20-224, 21-240, and 22-268, the Board of Supervisors approved contract renewals through June 30, 2023; and

WHEREAS, there is a continuing need for on-call engineering support services at solid waste facilities; and

WHEREAS, the Department of Public Works, Solid Waste Division, recommends renewing the contract with H&K for an additional one-year term of July 1, 2023 to June 30, 2024; and

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

WHEREAS, there is sufficient budget available in the Solid Waste Western fund 4117-91001-705-1000/537500.

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

1. Approves renewal of the Personal Services Contract by and between the County of Nevada and Holdrege & Kull (H&K), an NV5 Company, for a total maximum contract amount not to exceed \$238,500 for the period of July 1, 2023 to June 30, 2024, and that the Chair of the Board of Supervisor is hereby authorized to execute the Contract on behalf of the County.
2. Authorizes the Auditor Controller to encumber the contract amount: 4117-91001-705-1000/537500 \$238,500

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27<sup>th</sup> 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

6/27/2023 cc: PW\*  
AC\*(Hold)

7/05/2023 cc: PW\*  
AC\*(Release)

**Administering Agency:** Nevada County Department of Public Works

**Contract No.** RES 23-3438

**Contract Description:** Provide Solid Waste Engineering Support Services for the McCourtney Road and Hirschdale Closed Landfills

### PROFESSIONAL SERVICES CONTRACT

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of July 1, 2023 by and between the County of Nevada, ("County"), and Holdrege and Kull (H&K), an NV5 Company ("Contractor") (together, "Parties", individual "Party"), 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 Two Hundred Thirty-Eight Thousand, Five Hundred Dollars (\$238,500.00).**
3. **Term** This Contract shall commence on July 1, 2023. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2024.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**  
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.
9. **Relationship of Parties**
- 9.1. **Independent Contractor**  
In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of 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 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 is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of 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 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.
14. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with 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 County's privileged access management platform for all remote access

support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.

15. **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. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
  - 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.
16. **Accessibility** It is the policy of County 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.
17. **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, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **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.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

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

- 20.1. **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.
- 20.2. **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, including general business 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.
- 20.3. **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 correct amount owed during the audit period.

21. **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 Contractor, 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 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

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 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.
22. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. 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, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
23. **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.
24. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, 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's Personnel Code.

25. **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.
26. **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 20, Termination.
27. **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.
28. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
29. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
  - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
  - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
30. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license



number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

31. **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  
Solid Waste Department  
Address: 950 Maidu Avenue, PO Box  
59902  
City, St, Zip Nevada City, CA 95959-7902  
Attn: David A. Garcia, Jr.  
Email: David.garcia@nevadacountyca.gov  
Phone: 530-265-7038

**CONTRACTOR:**

Name of firm  
NV5/Holdrege & Kull (H&K)  
Address 792 Searls Avenue  
City, St, Zip Nevada City, CA 95959  
Attn: Heidi Cummings  
Email: Heidi.Cummings@nv5.com  
Phone: 530-864-6971

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.

**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 to begin on the Effective Date.

**COUNTY OF NEVADA:**

By:

 Date: 6/29/23

Printed Name/Title: Honorable Edward C. Scofield, Chair, of the Board of Supervisors

By:



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

**CONTRACTOR:** Holdrege and Kull (H&K), an NV5 Company.

By: [Signature] Date: 6/23/23

Name: SHANE D. CUMMINGS

\* Title: PRINCIPAL

By: [Signature] Date: 6/23/23

Name: MARY JO O'BRIEN

\* 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



**EXHIBIT A**

**SCHEDULE OF SERVICES**

Contractor shall provide the following services as directed by County staff:

Fee Estimate for All Tasks, 2023-2024

<b>Task No.</b>	<b>Description</b>	<b>Fee Estimate</b>	<b>Notes</b>
1	Water Quality Monitoring and Reporting	\$ 117,938	Pursuant to MRP No. R5-2014-0022. See Attachment 2 for details.
2	WDR Landfill Gas Monitoring Coordination, Technical Support and Reporting	\$ 39,279	Coordination and reporting pursuant to MRP No. R5-2014-0022 and AB32 Monitoring and reporting.
3	Regulatory Correspondence and Coordination	\$ 27,016	Pursuant to RFQ Table 1. and Coordination of Updates to ROWD, SWFP, WDR related to Transfer Station Upgrade
4	Storm Water Pollution Prevention Plan (SWPPP) and QISP Services	\$ 7,336	Including Level 2 support, pursuant to (IGP) 2014-0057-DWQ.
5	Annual Facility Inspection and Report	\$ 2,206	Pursuant to MRP No. R5-2014-0022 Section A.7. a.
6	Landfill Cap Settlement Monitoring	\$ -	Not required until 2021
7a	Subcontracted Electrical Improvements, Management and Quality Assurance	\$ -	Estimated electrical contractor costs for improvements and permitting.
7b	Water Supply Well CM and QA	\$ 19,725	Sampling and analysis, well disinfection, support for permit completion.
8	Laboratory Analysis	\$ -	Included in monitoring tasks.
9	Coordination with Landfill Technician	\$ -	Included in monitoring tasks.
10	Engineering Design and Oversight for Future Capital Projects	\$ 25,000	Scope and fee to be determined.
<b>Total Estimate</b>		<b>\$ 238,500</b>	

Notes:

MRP = Monitoring and Reporting Program

IGP = Industrial General Permit

RFQ = Request for Qualifications

QA = Quality Assurance



Water Quality Monitoring and Reporting Program (Task 1) Budget, 2023-2024

Summary					
Task	Service Description	Base Quantity	Unit	Unit Price	Budget
1a	Water Quality Monitoring (See Task 1a detail below)	See Below			\$71,178
1b	Statistical Analysis of Groundwater Data	2	Each	\$2,450	\$4,900
1c	Semi-Annual Reporting and Electronic Submittals	2	Each	\$15,930	\$31,860
1d	General Consulting	1	T&M	NA	\$10,000
<b>Task 1 Total Estimate</b>					<b>\$117,938</b>

Summary of Task 1a - Water Quality Monitoring						
Task	Source	Service Description	Units Budgeted <sup>1</sup>	Unit <sup>2</sup>	Unit Price	Budget
Groundwater Monitoring	2023 Schedule	Quarterly GW Elevation Measurements	32	Hours	\$118	\$3,776
	2023 Schedule	Semi-Annual Sampling	176	Hours	\$118	\$20,768
	2023 Schedule	5 Year COC Sampling	0	Hours	\$118	\$0
	Sch MRP A1	Semi-Annual Analysis	60	Each	\$248	\$14,880
	NA	5 Year COC Analysis	0	Each	na	na
Surface Water Monitoring	2023 Schedule	Semi-Annual and SWPPP Sampling	24	Hours	\$118	\$2,832
	Sch MRP A3	Semi-Annual Analysis	12	Each	\$120	\$1,440
	Sch SWPPP	SWPPP Analysis	20	Each	\$279	\$5,580
	NA	5 Year COC Analysis	0	Each	na	na
Vadose Zone Monitoring	2023 Schedule	Semi-Annual Sampling	28	Hours	\$118	\$3,304
	2023 Schedule	5 Year COC Sampling	0	Hours	\$118	\$0
	Sch MRP A2	Semi-Annual Analysis	28	Each	\$241	\$6,748
	NA	5 Year COC Analysis	0	Each	na	na
Leachate Monitoring	2023 Schedule	Semi-Ann. PS-1, PS-2, SI-1 Sampling	6	Hours	\$118	\$708
	2023 Schedule	Semi-Ann. SI-1, SI-2 Sampling	4	Hours	\$118	\$472
	Sch MRP A5b	Semi-Ann. SI-1 Sump Analysis	2	Each	\$145	\$290
	Sch MRP A5a	Semi-Ann. Pump Station Analysis	4	Each	\$505	\$2,020
	Sch MRP A4	Semi-Ann. SI-1 and SI-2 Analysis	4	Each	\$120	\$480
	NA	5 Year COC PS, SI-1 Sump Analysis	0	Each	na	na
Additional Testing	Sch TB	EPA 8260 Trip Blanks <sup>3</sup>	38	Each	\$120	\$4,560
	Sch DUP	EPA 8260 QA Duplicates <sup>4</sup>	11	Each	\$120	\$1,320
	Contract Lab	EPA Method 8270	na	Each	\$270	TBD
	Contract Lab	EPA Method 8151A	na	Each	\$200	TBD
	Contract Lab	EPA Method 8141B	na	Each	\$200	TBD
	Contract Lab	Oil & Grease	na	Each	\$78	TBD
	Contract Lab	Total Dissolved Solids (TDS)	na	Each	\$24	TBD
	Contract Lab	Total Suspended Solids (TSS)	na	Each	\$30	TBD
	Contract Lab	Inorganics (dissolved)	na	Each	\$289	TBD
	Contract Lab	Shipping Charges <sup>5</sup>	na	T&M	Note 5	TBD
2023 Schedule	Field Parameters (pH, EC, turbidity)	100	Each	\$20	\$2,000	
<b>Task 1a Total Estimate</b>					<b>\$71,178</b>	



## 2023 LABORATORY TESTING SERVICES - CHICO & NEVADA CITY

Soil	Aggregate	Concrete	Asphalt	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 D431B 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.

## Annual Resource Allocation Estimates

Task No.	Service Description	Quantity	Unit
<b>Task 1 - Water Quality Monitoring and Reporting</b>			
<b>Water Quality Monitoring (includes two semi-annual events per year)</b>			
1a	Technician - Quarterly groundwater elevation measurements (4 events)	32	Hours
	Technician - Semi-annual groundwater sampling (2 events)	176	Hours
	Technician - Semi-annual storm water and SWPPP sampling (4 events)	24	Hours
	Technician - Semi-annual vadose zone sampling (2 events)	28	Hours
	Technician - Semi-annual leachate sump sampling (2 events)	8	Hours
	Technician - Semi-annual surface impoundment sampling (2 events)	4	Hours
	Technician - 5-year COC Sampling (not required until 2026)	0	Hours
<b>Statistical Analysis of Groundwater Data (includes two semi-annual events per year)</b>			
1b	Associate Engineer - Management and oversight	2	Hours
	Project Geologist - Data evaluation and transmittal	8	Hours
	Geochemist - Statistical evaluation and trend analysis (Geochem Applications)	20	Hours
<b>Reporting and Electronic Submittals (includes two semi-annual events per year)</b>			
1c	Associate Engineer - Management and review	32	Hours
	Project Geologist/Engineer - Reporting	80	Hours
	Technical Editor - Data tabulation and reporting	40	Hours
	Project Assistant	23	Hours
<b>Task 2 - Landfill Gas Monitoring Coordination, Technical Support</b>			
<b>Coordination and Technical Support (includes two semi-annual events per year per WDR)</b>			
2a	Associate Engineer - Management and oversight	4	Hours
	Project Geologist - Laboratory coordination and technical support	20	Hours
	Project Assistant - Sample shipping and meter rental	8	Hours
<b>Semi-Annual Reporting (includes two events per year, submitted with Annual Monitoring Report, Task 1)</b>			
2b	Associate Engineer - Management and review	4	Hours
	Project Geologist - Reporting	16	Hours
	Technical Editor - Data tabulation and reporting	8	Hours
	Project Assistant	4	Hours
<b>AB 32 Third Quarter 2023 SEM Monitoring</b>			
2c	Associate Engineer - Management and oversight	1	Hours
	Senior Geologist - Technical Oversight	2	Hours
	Project Geologist - Regulatory assistance for reduced monitoring	12	Hours
	Engineering Technician III - Field support	1	Hours
	ACAD - Revise Grid-Walk Patterns to 100 feet, miscellaneous support	10	Hours
	Lantech GEM 5000 Rental +Shipping	1	LS
<b>AB 32 Annual Report (March 2024)</b>			
2d	Associate Engineer - Management and review	1	Hours
	Senior Geologist - Technical Oversight	1	Hours
	Project Geologist - Reporting	2	Hours
	Staff Geologist - Reporting	18	Hours
	ACAD - Prepare Figures for AB 32 Report	8	Hours
	Technical Editor - Data tabulation and reporting	3	Hours
<b>AB32 2024 Annual SEM Monitoring (Spring 2024)</b>			
2e	Associate Engineer - Management and oversight	1	Hours
	Project Geologist - Review data	2	Hours
	Engineering Technician III - Field support	2	Hours
	ACAD - Miscellaneous support	2	Hours
	Lantech GEM 5000 Rental +Shipping	1	LS
<b>AB32 Annual Source Testing (Second Half 2023)</b>			
2f	Associate Engineer - Management and oversight	1	Hours
	Project Geologist - Review data	2	Hours
	Engineering Technician III - Field support	2	Hours
	Subcontractor - Blue Sky Environmental - Source Testing Services	1	LS

## Annual Resource Allocation Estimates

Task No.	Service Description	Quantity	Unit
<b>Task 3 - Regulatory Correspondence and Coordination</b>			
3a	Regulatory Liaison Services (General Engineering and Permitting, Coordination, Meetings)		
	Associate Engineer - Regulatory Liaison	24	Hours
	Project Geologist - Regulatory Liaison	32	Hours
	Technical Editor - Assistance and editorial review	16	Hours
3b	Coordination of Updates to ROWD, SWFP, WDR related to Transfer Station Upgrade		
	Associate Engineer - Regulatory Liaison	24	Hours
	Senior Geologist - Technical Oversight	16	Hours
	Project Geologist - Reporting	40	Hours
	Staff Geologist - Reporting	16	Hours
	ACAD - Figures, miscellaneous support	12	Hours
	Technical Editor - Assistance and editorial review	8	Hours
<b>Task 4 - Storm Water Pollution Prevention Plan (SWPPP) and QISP Services</b>			
4a	Annual Reporting and Electronic Submittal (SMARTS)		
	Associate Engineer - Management and Oversight	4	Hours
	Project Geologist - Reporting and Electronic Submittals	8	Hours
	Technical Editor - Review and electronic submittals	20	Hours
4b	Qualified Industrial Stormwater Practitioner (QISP) Support		
	Associate Engineer - Management and Oversight	4	Hours
	Project Geologist - Reporting and Electronic Submittals	8	Hours
	Technical Editor - Review and electronic submittals	10	Hours
<b>Task 5 - Annual Facility Inspection and Report</b>			
5	Annual Facility Inspection (Reporting is included in Annual Monitoring Report, Task 1)		
	Associate Engineer - Management and oversight	2	Hours
	Project Geologist - Annual Inspection and coordination	8	Hours
	Technical Editor - Data tabulation	4	Hours
<b>Task 6 - Landfill Cap Settlement Monitoring (Not Required Until 2026)</b>			
6	Settlement Survey and Reporting		
	Associate Engineer - Management and oversight	0	Hours
	Project Geologist - Coordination and data evaluation	0	Hours
	Subcontracted Survey - Dundas Geomatics	0	Hours
<b>Task 7 - Landfill Improvement Projects</b>			
7a	Modification of Electrical Panels Near SI-1 (Not included in Current Scope)		
	Associate Engineer - Management and oversight	0	Hours
	Staff Engineer	0	Hours
	Sub-contracted Construction: Materials, Tax, Labor and Permitting	0	Each
7b	Water Supply Well CM and QA		
	Associate Engineer/Geologist	28	Hours
	Senior Geologist	32	Hours
	Staff Geologist	8	Hours
	Engineering Technician III	8	Hours
	Project Assistant	4	Hours
	Technical Editor	4	Hours
Laboratory Analysis, Rental Equipment, Materials and Expenses	\$5,410	Estimate	

### Annual Resource Allocation Estimates

Task No.	Service Description	Quantity	Unit
<b>Task 8 - Laboratory Analysis</b>			
8a	Groundwater - Semi-annual analysis (two events)	80	Each
	Groundwater - 5-Year COC analysis (not required until 2026)	0	Each
8b	Surface Water - Semi-annual analysis (two events)	12	Each
	Surface Water - SWPPP analysis	20	Each
	Surface Water - 5-Year COC analysis (not required until 2026)	0	Each
8c	Vadose Zone - Semi-annual analysis (two events)	20	Each
	Vadose Zone - 5-Year COC analysis (not required until 2026)	0	Each
8d	Leachate - Semi-annual SI-1 sump analysis (two events)	2	Each
	Leachate - Semi-annual pump station analysis (two events)	4	Each
	Leachate - Semi-annual surface impoundment analysis (two events)	4	Each
	Leachate - 5-Year COC analysis (not required until 2026)	0	Each
8e	Quality Control - Trip Blanks	38	Each
	Quality Control - Field Duplicates (collected at a rate of 10% of field samples)	11	Each
<b>Task 9 - Coordination with Landfill Technician</b>			
9	Included in the monitoring and maintenance tasks listed above	0	Hours
<b>Task 10 - Engineering Design and Oversight for Future Capital Projects</b>			
10	Tasks to be determined for the 2023-2024 fiscal year	TBD	Hours

Notes:

Resource allocation estimates are for the fiscal year (i.e., two semi-annual monitoring events and other annual MRP requirements).

COC = constituent of concern

MRP = Monitoring and Reporting Program No. R5-2014-0022

SEM = surface emissions monitoring

SWPPP = Storm Water Pollution Prevention Plan

## EXHIBIT B

### SCHEDULE OF CHARGES AND PAYMENTS

The attached Fee Schedules detail the charges for engineering support and monitoring services provided by the contractor. Subcontracted services are typically invoiced as follows:

1. Dundas Geomatics – 2023 rate sheet is attached and the standard markup is 10%
2. Lawrence & Associates – labor to be invoiced per the attached NV5 Fee Schedule.
3. Geochem Applications – these services are typically part of the fixed fee reporting task. When Will Neal's services are required outside of the standard reporting task his labor to be invoiced per the attached NV5 Fee Schedule.
4. Unit rates for laboratory tests are listed on the attached NV5 rate sheet.

#### 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.

Upon completion of services provided, the contractor will provide an invoice for services provided with the following information:

1. PO number associated with this contract
2. Date invoice was submitted to the County
3. Date services were provided
4. Unit price
5. Total price

The County will review each invoice and notify Contractor of any issues or discrepancies found in the invoice within 10 business days.

#### 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 Solid Waste Department  
Address: 950 Maidu Avenue, Suite 170, PO Box 599002  
City, St, Zip Nevada City, CA 95959  
Attn: David Garcia  
Email: David.garcia@co.nevada.ca.us  
Phone: 530-265-7038

#### 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.



Fee Schedule and Notes, 2023-2024

2023/2024 Professional Services Fee Schedule	Hourly Rate
Principal	\$240
Associate Engineer/Geologist	\$203
Senior Engineer/Geologist	\$187
Project Engineer/Geologist	\$177
Staff Engineer/Geologist II	\$159
Engineering Technician III	\$118
AutoCAD Operator	\$112
Technical Editor	\$96
Project Assistant	\$91
Outsite Services/Equipment	Event Rate
Landtec GEM 5000	\$1,890
Flare Source Testing Subcontractor Blue Sky Environmental,	Fee + NV5 markup (est. \$14,336)

Notes:

- 1 "Units Budgeted" includes the entire fiscal year (e.g., two semi-annual groundwater monitoring events).
  - 2 Units expressed as "Hours" are based on the fee schedule above. Units expressed as "Each" are a product of the number of monitoring points and the number of monitoring events.
  - 3 Trip blank VOC analysis is estimated assuming 38 sampling events.
  - 4 QA duplicate VOC analysis is estimated as 10% of the number field samples.
  - 5 Shipping, when required, will be performed on a time and materials basis.
- COC = constituent of concern  
na = not applicable (item was not included in original budget but can be performed if required)  
PS = Pump Station  
SI = Surface Impoundment  
SWPPP = Storm Water Pollution Prevention Plan

## 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 .....	\$28/day
Mini-Excavator (Bobcat E 35, or equivalent).....	\$650 Half Day/\$1200 Full Day
Tension Ram .....	\$50/Day
Simple Field Infiltrometer.....	\$90/Day
Turbidity Meter.....	\$55/Day
Simple pH/Conductivity Meter.....	\$58/Day
Multi-parameter Water Quality Meter( pH, Conductivity/Temperature, DO) .....	\$119/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 10 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 10 percent unless other arrangements are made.

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**DDGEO**  
**DUNDAS GEOMATICS, INC.**  
 GEOMATIC & CIVIL ENGINEERS

**HOURLY RATE SCHEDULE**

**2023**

PRINCIPAL-IN CHARGE .....	\$175
PROJECT MANAGER / PE or LS.....	\$150
EXPERT TESTIMONY / PE or LS (4.0 HR MIN).....	\$275
AERIAL MAPPING (PILOT & DRONE).....	\$120/\$160*
PROJECT ENGINEER / PROJECT SURVEYOR.....	\$120
DRAFTER / MODELER.....	\$90
SURVEY PARTY CHIEF (w/equipment in field).....	\$190 / \$235*
(Sites with Toxic Remediation Controls).....	\$230/ \$265*
SURVEY FIELD TECHNICAN (w/ Party Chief in field).....	\$85 / \$105*
(Sites with Toxic Remediation Controls).....	\$110/ \$125*
ADMIN .....	\$55

Regular Rate / Prevailing Rate\*

TRAVEL (Combined hourly rate x travel time one way)

Note: Prevailing Wage Rates will vary depending on County where work is being performed.

**D & D**  
Since 1978

159 S. Auburn St.  
Grass Valley, CA 95945  
USA

PHONE (530) 274-1616  
WEB @ddgeo.com

## 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 Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if 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. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance covering **design and engineering** error and omission with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

#### **Other Insurance Provisions:**

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

1. **Additional Insured Status: 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 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 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.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **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 County.
4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against 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 County has received a waiver of subrogation endorsement from the insurer.

5. **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.
6. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require 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.
7. **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 County.
8. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
  - 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, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
9. **Verification of Coverage** Contractor shall furnish 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 Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
10. **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.
11. **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.
12. **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 County as noted above. In no cases shall the types of policies be different.
13. **Premium Payments** The insurance companies shall have no recourse against 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.
14. **Material Breach** Failure of 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.
15. **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 the 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.

