

**Administering Agency:** Nevada County Office of Emergency Services

**Contract No.** \_\_\_\_\_

**Contract Description:** Dudek CWPP GIS Application Consulting Services

## **PROFESSIONAL SERVICES CONTRACT**

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of October 22, 2024 by and between the County of Nevada, ("County"), and Dudek ("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 is 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 ninety-nine thousand six hundred and thirty dollars (\$99,630.00).**
3. **Term** This Contract shall commence on 10/22/2024. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2025.
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 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, reasonable 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. Notwithstanding the foregoing with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of the County, provided, however, the contractor shall be responsible for the County's defense cost to the extent such cost are incurred as a result of the Contractor's negligence, recklessness, or willful misconduct.

13. **Standard of Performance** Contractor shall perform the services under this Agreement in a manner that is consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location at the time of performance.
  
14. **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.
  
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. 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.

16. **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.
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 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:**
  - 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.

## 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 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, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  - 2) County shall have full ownership and control of all such writings delivered by 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.
22. **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.
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 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.

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 19, 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 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.
29. **Subrecipient** This Subrecipient Contract is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the “OMB Super Circular” or “Uniform Guidance”). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
30. **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 of any serious and credible 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.

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  
Office of Emergency Services  
Address: 950 Maidu Ave.  
City, St, Zip Nevada City, CA 95959  
Attn: Courtney Personeni and IGS  
Admin  
Email:  
Courtney.Personeni@nevadacountyca.gov;  
IGSAdmin@nevadacountyca.gov  
Phone: (530) 265-1705

**CONTRACTOR:**

Dudek  
Address: 605 3rd Street  
City, St, Zip Encinitas, CA 92024  
Attn: Christopher Starbird  
Email: legal@dudek.com  
Phone: (760) 942-5147

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

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

**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.

**COUNTY OF NEVADA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: Craig Griesbach, Director of Emergency Services

Approved as to Form – County Counsel:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR: Dudek**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:

\* Title:

***\*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**

Exhibit A: Scope of Work

Exhibit B: Schedule of Charges and Payments

Exhibit C: Project Budget

Exhibit D: Insurance Requirements

Exhibit E: Additional Terms & Conditions

## **Appendices**

Appendix A: Nevada County Style Guide

Appendix B: CWDG Use of Forest Service Insignia and Nondiscrimination Statement

## EXHIBIT A - SCOPE OF WORK

### Project Summary

The *Nevada County Community Wildfire Protection Plan Update – GIS Application* (the Project) is the fifth phase of the five-phase Community Wildfire Protection Plan (CWPP) Update project funded by the USDA Forest Service (USFS) Community Wildfire Defense Grant (CWDG) program (Grant#23-DG-11052012-451). The Nevada County CWPP plan update was initiated in 2023. Phase 1: Initial Outreach and Phase 2: WRA were completed in 2023 by Nevada County Office of Emergency Services staff. Phase 3: LMP is in the early stages and Phase 4: CWPP is currently in progress and being prepared.

At completion, the Project will serve as an ecosystem of web resources and applications that will help promote and support collaborative planning and implementation of wildfire resilience, forest health, management, and community projects in Nevada County. The Project will provide stakeholders and the community with a mechanism to easily identify, prioritize, plan, and implement wildfire risk reduction activities under the CWPP. To accomplish this the Project includes the development of a:

- Dedicated Home Page
- CWPP Monitoring Dashboard
- Data Submission Form
- Internal Review Application
- Interactive Wildfire Risk Reduction Map Viewer
- Wildfire Prevention Playground

The Project as detailed in this Scope of Work (SOW) consists of four tasks to be executed by Dudek under the CWDG Grant (23-DG-11052012-451) awarded to Nevada County Office of Emergency Services: (1) Planning and Design; (2) Data Collection and Collaboration; (3) Application Development; and (4) Meetings and Documentation.

Prior to the execution of the SOW this contract will be reviewed by staff of County of Nevada as applicable and reviewed by staff of Dudek (Contractor).

### **Task 1: Planning and Design**

## KICKOFF MEETING AND APPLICATION PLANNING

Beginning at the (virtual) kickoff meeting, Dudek will work with Nevada County OES staff to clearly define the project goals, schedule, budget, and communication process with the project team so that all parties have a uniform understanding of roles, responsibilities, requirements, stakeholders, deliverables, and objectives. This meeting will be used to start the project off on a clear path towards success by aligning Dudek's understanding of the project with County's OES expectations.

In the initial weeks of planning, Dudek staff will work with Nevada County OES to identify and coordinate the acquisition of the spatial and tabular datasets necessary to achieve the application's goals. Dudek staff will present conceptual mockups of the application's interface and features to gain buyoff on the user interface and visual branding. Details will be clearly defined and agreed upon before development begins. Dudek will create a basic style guide for Nevada County OES to review to ensure that the branding is consistent across the applications and with Nevada County branding.

**Dudek Staff:** Mark McGinnis, Christopher Starbird, Curtis Battle, Matt Palavido, Jason Greenstein, Raoul Rañoa, Aaron Atencio, Ben DiAnna, Karen Castaneda, Scott Eckardt, Dana Link-Herrera, Matthew Crockett

**Timeline:** October 7, 2024 – December 15, 2024

**Deliverables:**

- 1.1 Kickoff meeting minutes
- 1.2 Defined project goals, schedule, budget, communication process, deliverables and objectives
- 1.3 Conceptual mockups of the application interface and features
- 1.4 Basic style guide for home page and applications.

**Task 2: Data Collection and Collaboration**

Using the information obtained from the planning stage of the project, Dudek staff will begin the process of gathering and, if necessary, reformatting the spatial and tabular data needed for the application. Dudek staff will work with Nevada County OES staff to define the stored location and schema of the necessary datasets and their ownership and access privileges within the County's organization. Dudek will also work with the parties including but not limited to, responsible for the CWPP, Local Hazard Mitigation Plan, Evacuation Study, and Land Management Plan to coordinate a common storage location and schema for those supporting datasets.

Whenever possible, datasets from third parties (e.g., California Department of Forestry and Fire Protection and/or Truckee Fire Protection District CWPP) and other applicable agencies/organizations (e.g. Yuba Forest Network and/or Tahoe-Central Sierra) will be linked to instead of copied into the project database. Dudek staff will alert third parties of the intent to link to any datasets used in the

development of the application and will solicit feedback from those third parties on the best use of their datasets.

All data created, converted, or transferred into the County's organization for use in the application will be checked for quality and validation. Rules will be established for data validation to ensure completeness, check for errors (such as but not limited to duplicate entries, missing/blank values etc.) and accuracy of collected data and data submitted to the application via the data submission form.

All data created, converted, or transferred into the County's organization for use in the application will be logged into a data dictionary that serves as a record of the data sets' field names, types, domains, and descriptions, along with their relationships to other tables in the application's database. The data dictionary will serve as a repository for collected data, standardized data taxonomy, and create a data structure for the applications. The data dictionary will also identify data set naming conventions and metadata standards for the application data that include but are not limited to :

- Naming conventions
  - Categories: Clear descriptive names (e.g. Forest Health & Resilience, Community Wildfire Protection, Ecological Restoration, Watershed Health & Resilience)
  - Subcategories: Specific Project Contest (e.g. Fuel Reduction, Reforestation, Defensible Space and Home Hardening, Evacuation Improvement, Invasive Species Management)
  - Dataset: relevant data details
- Metadata Standards
  - Title
  - Description
  - Source
  - Date
  - Geographic Extent
  - Attributes
  - Keywords
  - Use Disclaimer

A draft of this document will be provided for review and approval by Nevada County OES staff prior to development, and the final document will be an attachment to the reference manual delivered at the project's completion.

**Dudek Staff:** Mark McGinnis, Christopher Starbird, Curtis Battle, Matt Palavido, Jason Greenstein

**Timeline:** November 1, 2024 – February 28, 2025

**Deliverables:**

- 2.1 Draft data dictionary in Word format that will serve as a record of the data sets' field names, types, domains, and descriptions, along with their relationships to other tables in the application's database, a repository for collected data, standardized data taxonomy, and create a data structure for the applications. The data dictionary will also identify data set naming conventions and metadata standards for the application data.
- 2.2 Final Data dictionary incorporating edits and redline document in Word and PDF format.

### **Task 3: Application Development**

To build and host the application, Dudek will use Esri ArcGIS Online (AGOL). Following the initial application design meetings between Dudek and County OES staff, Dudek will begin using the various AGOL technologies to configure the applications. OES has already acquired a "Creator" license for Dudek staff to utilize for another deliverable associated with the preparation of the CWPP. This license will be used for the development of the application.

The technologies expected to be utilized in the application development include but are not limited to:

- ArcGIS Experience Builder,
- ArcGIS StoryMaps,
- ArcGIS Survey123, and
- ArcGIS Hub.

The landing page and main structure of the application will be built by Dudek using ArcGIS Experience Builder. Dudek will create the following applications/features:

- A Home page that uses beautifully presented text and graphics to describe the application's purpose and functionality. This page will introduce the visitor to the high-level concepts of the CWPP and describe the various tools available in the application.
- A CWPP monitoring dashboard to quickly detail the project goals and progress towards reaching those goals. This dashboard will be database-driven using Experience Builder's charting widgets and dynamic text to ensure that it is automatically updated as the project's data is updated.
- A conditional data submittal form to allow stakeholders to submit project data to the County OES. This form will be developed using ArcGIS Survey123. The

submittal form will be consistent with the data dictionary and include predefined dropdowns and data standards (naming conventions, data format, categories, etc.) to maintain uniformity. Data submitted to the County OES through this form will not be used in mapping or analysis until OES staff have reviewed and approved the data to ensure it is consistent with the created data validation rules.

- An internal review tool to allow Nevada County OES staff to review data submitted by the public before it is committed to the project database. The tool will include a “status” field to indicate if the data is approved, pending, or rejected. This tool will not be made available to visitors outside of the County’s organization and will be built with either Experience Builder or other ERSI product, depending on the project’s specific needs.
- An interactive wildfire risk reduction map viewer to display key project data layers that would allow stakeholders and community organizers to easily create maps for presentations and other outreach purposes. This map will provide access to datasets that were critical to the development of the CWPP. Visitors can search for a location by name or address and would be given the option to export and download a PDF of their custom map.
- A wildfire prevention “playground” built using Experience Builder that will allow users to draw their project as a point, line, or polygon and analyze its location against several CWPP layers. The result of the analysis could be provided as a PDF or CSV download.

Public-facing tools will include a feedback mechanism to allow users to report data issues. Public-facing tools will also meet user accessibility requirements and grant required disclosure and brand standards. Following the initial development stage and prior to launch of the application, Dudek will perform several quality control measures to ensure that the application works as intended, is compatible with the most popular web browsers, conforms to industry standards for accessibility, and is consumable on a variety of screen sizes. Dudek will also make a duplicate of the Experience Builder application to serve as a Spanish version of the project application. Translation for the Spanish version of the application will be performed by a qualified third-party and human-derived translation service.

**Dudek Staff:** Mark McGinnis, Christopher Starbird, Curtis Battle, Matt Palavido, Jason Greenstein

**Timeline:** January 20, 2025 – June 30, 2025

**Deliverables:**



- 3.1 Develop the following GIS applications: a Home page, CWPP Monitoring Dashboard, conditional data submission form, internal review application, interactive wildfire risk reduction map viewer, and wildfire prevention playground.
- 3.2A Spanish version of the Experience Builder.

#### **Task 4: Meetings and Documentation**

Dudek will provide regular, scheduled status updates to the Nevada County OES key contact staff person to discuss project milestones, activities, and potential issues. At a minimum, virtual meetings on Teams will be held monthly and may need to be more frequent during the initial planning stage. Dudek will update, as necessary, the project description, schedule, work progress reports, and inventories of available data. Written updates will be provided monthly. A final written report will be provided annually to Nevada County OES staff. Dudek will meet with Nevada County OES staff at design milestones and other strategic junctures. Dudek will document issues, action items, and decisions. All documentation of meetings and action items will be included as an attachment in the project's final written documentation.

Upon project completion, Dudek will provide Nevada County staff with one online seminar held over Zoom and an accompanying reference document that will provide the necessary information for the continued maintenance and operation of the web application and various technologies created under this contract. A recording of the online seminar will be provided as a digital file along with the reference document in PDF format

Dudek staff will also provide maintenance support for the application for a minimum of 1 year or longer, depending on the remaining budget under the contract

**Dudek Staff:** Mark McGinnis, Christopher Starbird, Curtis Battle, Matt Palavido, Jason Greenstein

**Timeline:** *October 22, 2024- June 30, 2025*

#### ***Deliverables:***

- 4.1 Schedule, conduct, and facilitate monthly (minimum) Project Check-In Meetings with OES staff and/or assigned project manager
- 4.2 Written Report-Outs to OES delineating work completed the prior month and planned for next month (monthly).
- 4.3 Quarterly Progress Reports and Invoices, provided to OES within seven (7) days of the end of the quarter.

- 4.4 Schedule, conduct, facilitate, and record one training seminar on Teams to hand over project to OES Staff.
- 4.5 Provide a recording of the training seminar and application reference documents in PDF format to Nevada County OES staff.
- 4.6 Any additional GIS data created by Dudek for the application will be shared with Nevada County staff via AGOL and a zipped shapefile.

## **Summary of Project Deliverables**

### **Task 1: Planning and Design**

- 1.1 Kickoff meeting minutes
- 1.2 Defined project goals, schedule, budget, communication process, deliverables and objectives
- 1.3 Conceptual mockups of the application interface and features
- 1.4 Basic style guide for home page and applications.

### **Task 2: Data Collection and Collaboration**

- 2.1 Draft data dictionary in Word format that will serve as a record of the data sets' field names, types, domains, and descriptions, along with their relationships to other tables in the application's database, a repository for collected data, standardized data taxonomy, and create a data structure for the applications. The data dictionary will also identify data set naming conventions and metadata standards for the application data.
- 2.2 Final Data dictionary incorporating edits and redline document in Word and PDF format.

### **Task 3: Application Development**

- 3.1 Develop the following GIS applications: a Home page, CWPP Monitoring Dashboard, conditional data submission form, internal review application, interactive wildfire risk reduction map viewer, and wildfire prevention playground.
- 3.2 A Spanish version of the Experience Builder.

### **Task 4: Meetings and Documentation**

- 4.1 Schedule, conduct, and facilitate monthly (minimum) Project Check-In Meetings with OES staff and/or assigned project manager
- 4.2 Written Report-Outs to OES delineating work completed the prior month and planned for next month (monthly).
- 4.3 Invoices, provided to OES within seven (7) days of the end of the quarter.
- 4.4 Schedule, conduct, facilitate, and record one training seminar on Teams to hand over project to OES Staff.
- 4.5 Provide a recording of the training seminar and application reference documents in PDF format to Nevada County OES staff.

**4.6** Any additional GIS data created by Dudek for the application will be shared with Nevada County staff via AGOL and a zipped shapefile.

## **EXHIBIT A - DETAILED PROJECT SPECIFICATIONS**

### **General Instructions**

Prior to beginning this project, the Contractor will meet with County of Nevada OES to discuss project implementation, special protection measures and any potential operational constraints regarding the conduct of this contract that may impact project completion, including but not limited to, planned start date, special protection measures, operational constraints, operating schedule with clear project milestones and associated dates, and order of project completion. All of the above identified operational conditions and criteria shall be documented in a **written *Plan of Operation* which shall be provided to County for review and comment within 15 days of contract execution** and be kept in the Contractor's possession during project implementation.

### **Inspection and Acceptance**

The County of Nevada reserves the right to “inspect” the Project as needed to ensure the Project is meeting requirements, throughout the duration of the project to be completed by the Project Manager(s) and/or their designee. The funder, USFS-CWDG, also reserves the right to inspect the Project. If either the County or funder inspection concludes that the GIS applications does not comply with the Scope of Work herein, County, funder, and Contractor will meet to review the identified deficiencies and work in good faith to develop a mutually agreed upon remediation plan, as needed, to ensure Contractor's compliance with the required services within a period of not less than thirty (30) days, at which time the County and/or funder will re- inspect the identified deficiencies to verify satisfactory compliance. Deficiencies shall be remedied by the Contractor at no additional cost.

## **EXHIBIT B - SCHEDULE OF CHARGES AND PAYMENTS**

### **Maximum Limit & Fee Schedule**

Contractor's compensation shall be paid at the schedule shown below. Reimbursement for any expenses not delineated in Exhibit C below and the approved project budget for Grant Agreement # CWDG 23-DG-1105212-451 are not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this contract (\$99,630.00)

### **Invoice Schedule**

Invoices shall be submitted to County in a form and with sufficient detail, as described in the "Required Reporting" section below. Contractor may bill the County on a monthly basis but no less than quarterly, by the 7<sup>th</sup> of each month following the end of the quarter. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.

All invoices shall be accompanied by a progress report. Work performed by Contractor will be subject to final acceptance by County project manager(s).

Payments shall be made based on actual costs incurred.

The level of required reporting shown below is needed to enable the County to meet its Reporting obligations to the Grantor (per the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

Each Invoice shall include the following:

- The word "invoice" shall appear at the top of the page.
- Contractor Information- Including name and address.
- Date of invoice submission and a unique invoice number.
- The dates or time-period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.).
- Total hours billed on the invoice by staff member, hourly rate, and corresponding Task or milestone.
- Supporting documentation shall include timecard reports, or corresponding expenses, e.g. venue rental invoice, etc.

- Back up documentation listed in separate section below.

## Required Reporting

Each invoice submission shall be accompanied by the corresponding Monthly or Quarterly Report(s). Reports shall correspond to invoiced work. A summary of the work completed by Task and Subtask or Milestone shall be included in each report, including start date, completion date, and status of project. Quantifiable data shall be included where possible.

Payment will be withheld if reporting requirements are not met and/or sufficient back-up documentation is not submitted with invoices.

Submit all invoices to:

Nevada County: Office of Emergency Services  
Address: 950 Maidu Ave  
City, St, Zip Nevada City, CA 95959  
Attn: Courtney Personeni and IGS Admin  
Email: [courtney.personeni@nevadacountyca.gov](mailto:courtney.personeni@nevadacountyca.gov) and [IGSAdmin@nevadacountyca.gov](mailto:IGSAdmin@nevadacountyca.gov)  
Phone: (530) 265-1225

## Payment Schedule

The County will make payment within thirty (30) days of receipt of an approved invoice. Invoices for this Project will correspond to the Tasks as described in Exhibit C.

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 PROJECT BUDGET

Fee Estimate - Cost Proposal Form



Community Wildfire Protection Plan GIS Applications  
 DUDEK FEE ESTIMATE  
 9/20/2024 \*

Dudek Labor Hours and Rates													TOTAL DUDEK HOURS	DUDEK LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEE	
Project Team Role:	Practice Director	GIS Project Manager	GIS Application Developer	Senior GIS Analyst	GIS Analyst	Visual Storyteller	Visual Storyteller	Senior CWPP Planner	CWPP Planner	CWPP Planner	Team Member:						
		Mark McGinnis	Christopher Starbird	Matthew Palavido	Curtis Battle	Jason Greenstein	Raoul Ranoa	Aaron Atencio	Scott Eckardt	Dana Link-Herrera	Matthew Crockett						
	<i>Billable Rate:</i>	\$235.00	\$170.00	\$220.00	\$170.00	\$135.00	\$175.00	\$175.00	\$245.00	\$185.00	\$135.00						
Task 1	Planning and Design	10	32	22	24	16	12	24						140	\$25,170.00		\$25,170.00
Task 2	Data Collection and Collaboration	4	16	16	36	36								108	\$18,160.00		\$18,160.00
Task 3	Application Development	6	40	32	60	32				4	8			182	\$31,590.00		\$31,590.00
Task 4	Meetings and Documentation	16	30	8	16	30	8	8	8	8	8			140	\$24,710.00		\$24,710.00
	<b>Total Hours</b>	36	118	78	136	114	20	32	8	12	16			570			
	<b>Total</b>	\$8,460.00	\$20,060.00	\$17,160.00	\$23,120.00	\$15,390.00	\$3,500.00	\$5,600.00	\$1,960.00	\$2,220.00	\$2,160.00				\$99,630.00	\$0.00	\$99,630.00
	<i>Percent of Hours (Base)</i>	6%	21%	14%	24%	20%	4%	6%	1%	2%	3%						

\* This fee estimate is valid for 90 days from this date. After 90 days, Dudek reserves the right to reassess the fee estimate, if necessary.

## EXHIBIT D - 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.
- (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) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

### Other Insurance Provisions:

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

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.

- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
  
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor



shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices 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.

## EXHIBIT E - ADDITIONAL TERMS AND CONDITIONS

The parties identified under this contract are subject to OMB 2 CFR 200 A through F and USDA 2 CFR 400.

### FEDERAL CONTRACTING REQUIREMENTS

#### 1. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

##### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the County of Nevada and understands and agrees that the County of Nevada will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the County of Nevada and understands and agrees that the County of Nevada will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,00 financed in whole or in part with Federal assistance provided by FEMA.

#### 2. SUSPENSION AND DEBARMENT

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County of Nevada. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County of Nevada, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 3. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications) to the awarding agency.

## APPENDIX A, 44 C.F.R. PART 18 — CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

### **Signature of Contractor's Authorized Official**

**Contractor Name Dudek**

**Description of Services Nevada County Community Wildfire Protection Plan Update – GIS Application**

**SUMMARY OF MATERIAL TERMS**

**Max Annual Price:** \$99,630 **Required Match:** \$0  
**Contract Start Date:** 10/22/2024 **Contract End Date:** 6/30/2025

**INSURANCE POLICIES**

Commercial General Liability	(\$2,000,000)
Automobile Liability	(\$1,000,000)
Worker’s Compensation	(Statutory Limits)

**LICENSES AND PREVAILING WAGES**

Designate all required licenses: N/A

**NOTICE & IDENTIFICATION**

Nevada County Office of Emergency Services Address: 950 Maidu Ave. City, St, Zip Nevada City, CA 95959 Attn: Courtney Personeni and IGS Admin	Dudek Address: 605 3rd Street City, St, Zip Encinitas, CA 92024 Attn: Christopher Starbird Email: cstarbird@dudek.com Phone: (626) 204-9842
Email: Courtney.Personeni@nevadacountyca.gov IGSAdmin@nevadacountyca.gov Phone: (530) 265-1705	

**Contractor is a:** (check all that apply)

Corporation  Calif.  Othe  LLC   
: , r, ,  
Non- Profit  Corp  Yes  No  
Partnership  Calif.  Othe  LLP,  Limited  
: , r,  
Person:  Individ.  Db,  Ass’  Other  
, n

**EDD** **Worksheet**  
**Required** Yes  No

**ATTACHMENTS**

Exhibit A: Scope of Work  
Exhibit B: Schedule of Charges and Payments  
Exhibit C: Project Budget

Exhibit D: Insurance Requirements  
Exhibit E: Additional Terms & Conditions

## **Appendices**

Appendix A: Nevada County Style Guide

Appendix B: CWDG Use of Forest Service Insignia and Nondiscrimination Statement