

RESOLUTION No. 23-378

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

APPROVAL OF CONTRACT WITH NV5 INC., FOR PROFESSIONAL ENGINEERING AND GEOTECHNICAL SERVICES FOR AN AMOUNT NOT TO EXCEED \$60,649 AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE CONTRACT

WHEREAS, on June 9, 2023, Donner Pass Road was damaged by falling rock; and

WHEREAS, the potential for additional unstable rock needs to be investigated to ensure roadway safety; and

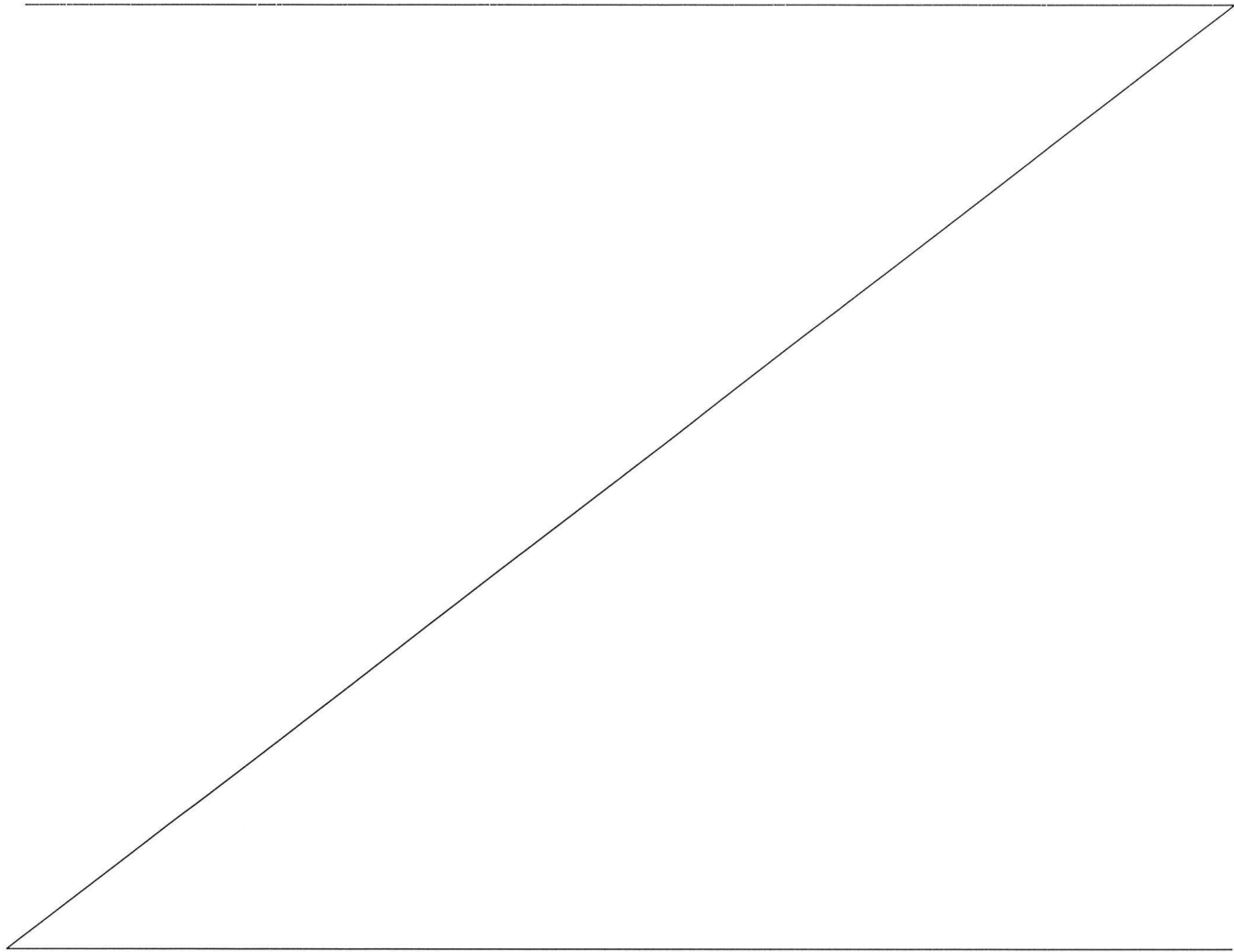
WHEREAS, staff recommends awarding a contract to NV 5 Inc., in the amount of \$60,649; and

WHEREAS funding is available in Road Engineering budget.

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

1. Awards a contract to NV 5 Inc., in an amount not to exceed \$60,649, for professional engineering and geotechnical services for additional investigation of the rock slope above Donner Pass Road.
2. Authorizes the Chair of the Board of Supervisors, upon receipt of Certificates of Insurance by the Director of the Department of Public Works and approval and acceptance of the Certificates of Insurance by the Risk Manager, to execute on behalf of the County of Nevada the agreement between Nevada County and NV 5 Inc.
3. Authorizes the Auditor Controller to encumber the contract to the following organization code:

1114-30104-702-1000 521520 \$60,649



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of July, 2023, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarhout, Susan Hoek and Hardy Bullock.
- Noes:
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: Heidi Hall, for

Edward C. Scofield
Edward C. Scofield, Chair

Administering Agency: Nevada County Department of Public Works

Contract No. RES 23-378

Contract Description: Engineering and Geotechnical Services for Donner Pass Road

DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT

THIS DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of July 7, 2023 by and between the County of Nevada, ("County"), and NV 5 Inc. ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed one hundred thousand Dollars (\$60,649).**
3. **Term** This Contract shall commence on, 7/7/2023, and contract termination shall be June 30, 2024 and may be renewed annually for up to four additional years at the Directors of Public Works discretion.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this

Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract**

12.1 **Definitions.** For purposes of this Section, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "County" shall include County, its officials, officers, agents, employees and volunteers.

12.2 **Consultant to Indemnify County.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the County, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the County, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the County, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the County and shall not exceed the Consultant's proportionate percentage of fault as provided for in Civil Code Section 2782.2.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the County, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the County, its officers, officials, employees and volunteers.

12.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage

shall include injury to any personal or real property. Consultant shall not be required to indemnify County for such loss or damage as is caused by the sole active negligence or willful misconduct of the County. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 12.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of County's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 12.5 **Defense Deposit.** The County may request a deposit for defense costs from Consultant with respect to a claim. If the County requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 12.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to County.
- 12.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 12.8 **Insurance Not a Substitute.** County does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 12.9 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section complies therewith.

13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
- Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
19. **Financial, Statistical and Contract-Related Records:**
- 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.
20. **Termination**
- A.** A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B.** If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
- C.** Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in

accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, 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.

21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.

25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

Nevada County
Public Works Department
Address: 950 Maidu Ave

City, St, Zip Nevada City, Ca 95959
Attn: Patrick Perkins
Email:
Patrick.perkins@nevadacountyca.gov
Phone: 530-265-1712

CONTRACTOR:

Name of firm
NV5 Inc.
Address 10775 Pioneer Trail Suite
213
City, St, Zip Truckee, CA 96161
Attn: Jake Judson
Email: Jake.Hudson@NV5.com

Phone: 530-587-5156

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: Edward Scofield Date: 7/14/23
Printed Name/Title: Edward Scofield, Chair of the Board of Supervisors

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

CONTRACTOR: NV5 Inc.

By: John K. Hudson Date: 7/10/2023
Name: John K. Hudson, PE, CEG
Title: Principal

Exhibits

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

EXHIBIT A

SCHEDULE OF SERVICES

Site Reconnaissance and Photogrammetry

NV5 has performed reconnaissance level site observation and performed a drone assisted photogrammetry survey of the site area. We performed a photo and video documentation of the rock outcrop in the rock fall area using oblique and orthogonal photos to develop an interactive 3D model of the rock slope.

Develop and Process Rock Outcrop Model

Based on the drone 3D image we will develop fracture orientations and a rock mass model to be used for engineering analysis of the rock slope. This will be performed by NV5 and Woodard Geotechnical Services using Rock Science Dips software program. The output will be used with a stereo net to plot stereographic projection of potential failure planes.

Limit Equilibrium Analysis and Mitigation Report Preparation

Using the potential failure planes and rock masses developed using the Dips program and stereo net, we will analyze potential failures of individual rock masses using RocPlane and SWedge software. Analyses of the limit equilibrium will help develop rock stability parameters that can be used to evaluate the feasibility of and design bolts to stabilize the rock slope. The results of our analyses will be presented in a written report with recommendations for rock fall hazard mitigation.

Meetings, Consultation and Project Management

We anticipate up to several meetings and/or presentations concerning the results of our analyses and recommendations. We intend to work with Nevada County to develop the preferred mitigation.

**EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS**

<i>Donner Pass Road Rock Fall</i>					
Table 1					
Geotechnical Engineering Cost Estimate					
2023 Fee Schedule ITEM OF WORK	QUANTITY OF UNITS		UNIT PRICE	UNIT TOTAL	TASK TOTAL
Site Reconnaissance and Photogrammetry					
Site Reconnaissance					
Associate Engineer	20 hours	@	\$200 hour	\$4,000	
Principal	6 hours	@	\$250 hour	\$1,500	
Drone photogrammetry	1 lump sum	@	\$1,500 20%	\$1,800	
CMG Subconsultant	6 hours	@	\$125 20%	\$900	
Woodard Subconsultant - Travel	14 hours	@	\$150 20%	\$2,520	
Woodard Subconsultant - Field	10 hours	@	\$225 20%	\$2,700	
Estimated Travel Expenses	\$2,000 lump sum	@	\$2,000 20%	\$2,400	
Mileage	150 miles	@	\$0.76 each	\$114	\$15,934
Develop and Process Drone Model					
Project Engineer	8 hours	@	\$165 each	\$1,320	
CMG Subconsultant	8 hours	@	\$125 20%	\$1,200	
Woodard Subconsultant	32 hours	@	\$225 20%	\$8,640	\$11,160
Limit Equilibrium Analysis and Mitigation Report Preparation					
Associate Engineer	4 hours	@	\$200 hour	\$800	
Project Engineer	8 hours	@	\$165 hour	\$1,320	
Woodard Subconsultant	32 hours	@	\$225 20%	\$8,640	
Autocad Operator	8 hours	@	\$115 hour	\$920	\$11,680
Develop Project Specifications and Drawings					
Associate Engineer	12 hours	@	\$200 hour	\$2,400	
Project Engineer	24 hours	@	\$165 hour	\$3,960	
Principal	6 hours	@	\$250 hour	\$1,500	
Woodard Subconsultant	24 hours	@	\$225 20%	\$6,480	
Project Assistant	4 hours	@	\$86 hour	\$344	\$14,684
Project Management, Meetings and Coordination					
Associate Engineer	16 hours	@	\$200 hour	\$3,200	
Project Engineer	8 hours	@	\$165 each	\$1,320	
Woodard Subconsultant	8 hours	@	\$225 20%	\$2,160	
Project Assistant	4 hours	@	\$86 hour	\$344	
Mileage	220 miles	@	\$0.76 each	\$167	\$7,191
TOTAL FEES					\$60,649

Woodard
Geotechnical
Services Billing Rate:
\$225/hour; Travel rate
\$150/hr; Expenses
Cost plus 15%

EXHIBIT C

INSURANCE REQUIREMENTS

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

- (i) **Commercial General Liability CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iv) **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions:

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

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

- of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
 - (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
 - (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
 - (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
 - (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 - (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
 - (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

SUMMARY OF CONTRACT

Contractor Name: NV 5

**Description of Services Professional Engineering and Geotechnical Services
Donner Pass Road**

SUMMARY OF MATERIAL TERMS

Max Annual Price: 60,649

Max Multi-Year Price: n/a

Contract Start Date: 7/7/2023

Contract End Date: 6/30/2024

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING:

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

LICENSES AND PREVAILING WAGES

Designate all required licenses: Ca professional PE

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County
Public Works Department

Address: 950 Maidu Ave

City, St, Zip Nevada City, CA 95959

Attn: Patrick Perkins

Email:
Patrick.perkins@nevadacounty.ca.gov

Phone: 530.265.1712

CONTRACTOR:

NV 5 Inc.

Address 10775 Pioneer Trail Suite
213

City, St, Zip Truckee, CA 96161

Attn: Jake Hudson

Email: Jake.Hudson@NV5.com

Phone: 530-587-5156

Contractor is a: (check all that apply)

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

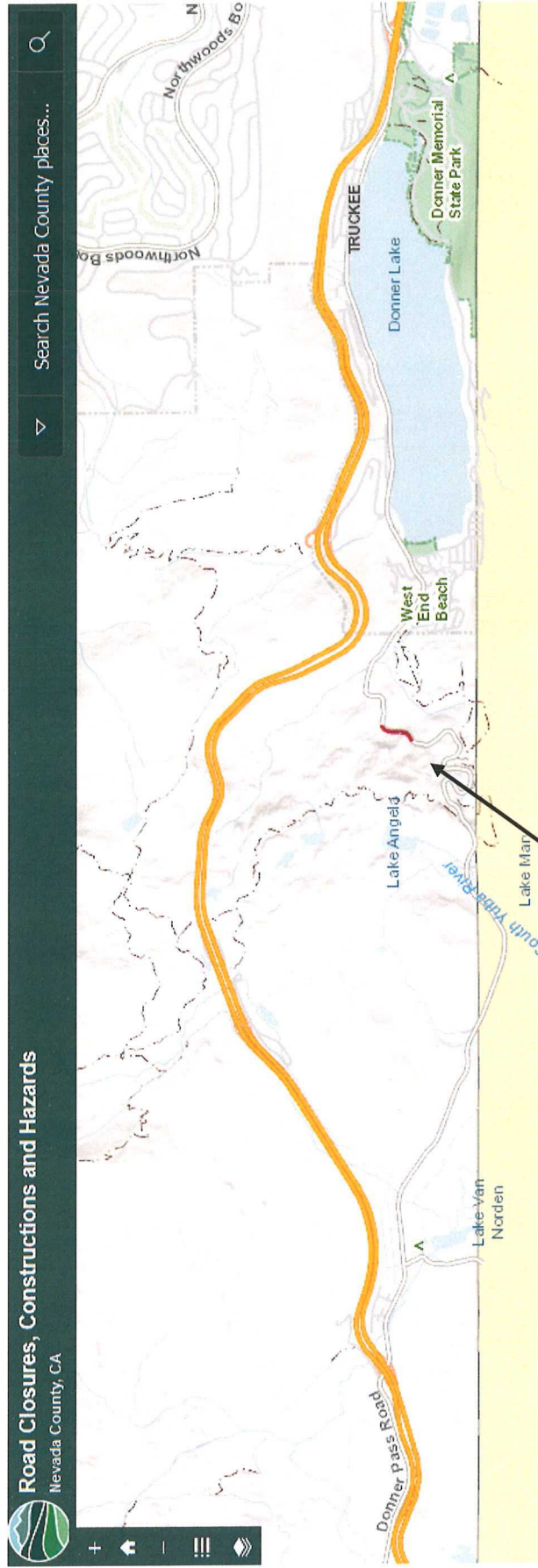
EDD Worksheet Required

Yes No

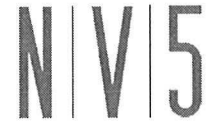
ATTACHMENTS

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

EXHIBIT A



The area of concern is shown in Red above.



Project No. 5188.01
June 22, 2023

Nevada County Department of Public Works
950 Maidu Avenue, Suite 170
Nevada City, CA 95959

Attention: Pat Perkins, Principal Civil Engineer

Reference: Donner Pass Road – Rock Fall
Nevada County, California

Subject: Proposal for Rock Fall Analysis and Geotechnical Engineering Recommendations

This letter presents our proposal to provide geotechnical engineering services involving the rock fall and potential unstable rock slopes on Donner Pass Road in Nevada County, California. There was a recent large rock fall on Donner Pass Road east of Donner Pass. At your request, NV5 performed a reconnaissance evaluation of the site and observed potentially unstable rock masses above Donner Pass Road. The purpose of our services will be to explore and evaluate the rock slope conditions at the site and develop geotechnical engineering recommendations for rock fall and safety mitigation measures. We intend to work with a sub-consultant, Dr. Martin Woodard of Woodard Geotechnical Services, who has extensive rock fall expertise and experience. Included in this proposal is a summary of our understanding of the potential hazard, the scope of services we intend to provide, and an estimate of our fees.

SITE AND HAZARD DESCRIPTION

Donner Pass Road climbs up a steep granitic rock slope on the east side of the Sierra Nevada mountain range. The modern road was constructed nearly 100 years ago. On Friday June 9, 2023 Pat Perkins with Nevada County Department of Public Works requested NV5's services to help evaluate the potential further hazard associated with a rock fall on Donner Pass Road. The initial rock fall was on the order of 40 tons of rock and significantly damaged the road surface. Engineering Geologists from NV5 have performed site reconnaissance and drone assisted photogrammetry surveys of the site. Based on our work to date there is a significant potential hazard of rock fall at and near the site. There are adversely dipping fracture planes underlying thousands of tons of rock. The rock mass above the road is near vertical and has numerous open fractures. Significant fall hazard of individual boulders is apparent on the slope, but of greater concern are large masses of rock that appear to have recently moved downslope relative to the larger rock outcrop.

After further evaluation and confirming that the rock slope is unstable, dangerous and action is required, we will analyze and explore at least two options to help stabilize the slope. One option is to remove by scaling or blasting the potentially unstable rock masses. The second option is to stabilize the slope using rock bolts and similar methods to lock down the rock masses. A combination of these options is possible.

SCOPE OF SERVICES

Site Reconnaissance and Photogrammetry

NV5 has performed reconnaissance level site observation and performed a drone assisted photogrammetry survey of the site area. We performed a photo and video documentation of the rock outcrop in the rock fall area using oblique and orthogonal photos to develop an interactive 3D model of the rock slope.

Develop and Process Rock Outcrop Model

Based on the drone 3D image we will develop fracture orientations and a rock mass model to be used for engineering analysis of the rock slope. This will be performed by NV5 and Woodard Geotechnical Services using Rock Science Dips software program. The output will be used with a stereo net to plot stereographic projection of potential failure planes.

Limit Equilibrium Analysis and Mitigation Report Preparation

Using the potential failure planes and rock masses developed using the Dips program and stereo net, we will analyze potential failures of individual rock masses using RocPlane and SWedge software. Analyses of the limit equilibrium will help develop rock stability parameters that can be used to evaluate the feasibility of and design bolts to stabilize the rock slope. The results of our analyses will be presented in a written report with recommendations for rock fall hazard mitigation.

Meetings, Consultation and Project Management

We anticipate up to several meetings and/or presentations concerning the results of our analyses and recommendations. We intend to work with Nevada County to develop the preferred mitigation.

SCHEDULE AND FEES

As noted above, we have performed the initial site reconnaissance and drone assisted survey. We are in contact with Dr. Martin Woodard of Woodard Geotechnical Services and a couple of rock fall mitigation contractors. NV5 anticipates performing the analysis and submitting our written report within three to four weeks upon your authorization. If requested, NV5 can provide preliminary verbal information with respect to our anticipated conclusions and recommendations prior to completion of our final report.

NV5 will provide the scope of services described above on a time and expense basis in accordance with our existing Professional Services Contract with Nevada County and our 2022 Fee Schedule. For the scope of services outlined above, we anticipate our fees will be approximately \$60,649. This cost includes the sub-consultants NV5 plans to use for the analysis and a site visit by Marty Woodard. Billing will be monthly on a time and expense basis. Additional services beyond the scope of this proposal performed at the client's request will be billed on a time and expense basis using the fee schedule applicable at the time the services are provided.

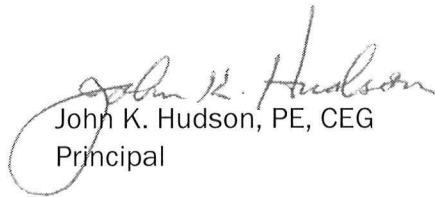
CLOSING

NV5 will perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity at the time the services are performed. No warranty or guarantee, express or implied, is part of the services offered by this proposal.

If this proposal meets with your approval, please provide a Nevada County work order in accordance with our existing agreement.

If you have any questions or need additional information, please contact the undersigned.

Sincerely,
NV5


John K. Hudson, PE, CEG
Principal


Nicole Berry, PE
Project Engineer

Attachment:

Table 1 Cost Estimate

Donner Pass Road Rock Fall

Table 1

Geotechnical Engineering Cost Estimate

2023 Fee Schedule ITEM OF WORK	QUANTITY OF UNITS		UNIT PRICE	UNIT TOTAL	TASK TOTAL
Site Reconnaissance and Photogrammetry					
Site Reconnaissance					
Associate Engineer	20 hours	@	\$200 hour	\$4,000	
Principal	6 hours	@	\$250 hour	\$1,500	
Drone photogrammetry	1 lump sum	@	\$1,500 20%	\$1,800	
CMG Subconsultant	6 hours	@	\$125 20%	\$900	
Woodard Subconsultant - Travel	14 hours	@	\$150 20%	\$2,520	
Woodard Subconsultant - Field	10 hours	@	\$225 20%	\$2,700	
Estimated Travel Expenses	\$2,000 lump sum	@	\$2,000 20%	\$2,400	
Mileage	150 miles	@	\$0.76 each	\$114	\$15,934
Develop and Process Drone Model					
Project Engineer	8 hours	@	\$165 each	\$1,320	
CMG Subconsultant	8 hours	@	\$125 20%	\$1,200	
Woodard Subconsultant	32 hours	@	\$225 20%	\$8,640	\$11,160
Limit Equilibrium Analysis and Mitigation Report Preparation					
Associate Engineer	4 hours	@	\$200 hour	\$800	
Project Engineer	8 hours	@	\$165 hour	\$1,320	
Woodard Subconsultant	32 hours	@	\$225 20%	\$8,640	
Autocad Operator	8 hours	@	\$115 hour	\$920	\$11,680
Develop Project Specifications and Drawings					
Associate Engineer	12 hours	@	\$200 hour	\$2,400	
Project Engineer	24 hours	@	\$165 hour	\$3,960	
Principal	6 hours	@	\$250 hour	\$1,500	
Woodard Subconsultant	24 hours	@	\$225 20%	\$6,480	
Project Assistant	4 hours	@	\$86 hour	\$344	\$14,684
Project Management, Meetings and Coordination					
Associate Engineer	16 hours	@	\$200 hour	\$3,200	
Project Engineer	8 hours	@	\$165 each	\$1,320	
Woodard Subconsultant	8 hours	@	\$225 20%	\$2,160	
Project Assistant	4 hours	@	\$86 hour	\$344	
Mileage	220 miles	@	\$0.76 each	\$167	\$7,191
TOTAL FEES					\$60,649

Woodard Geotechnical Services

Billing Rate: \$225/hour

Travel Rate: \$150/hour

Expenses: Cost plus 15%