Blanket Purchase Order Package



Invitation to Bid No. 196489

VEGETATION REDUCTION SPRAYING SERVICES



Clark Pest Control Vegetation Reduction Scope Of Service

Clark Pest Control will conduct roadside weed management for the designated areas provided by Nevada County. This service will include two post-emergent treatments and one pre-emergent treatment within the calendar year. Each of the three treatment cycles will span four months, with approximately 60-65 miles being treated each month.

Clark Pest Control will treat all accessible areas as indicated on the provided maps. While every effort will be made to treat each designated area, Clark Pest Control will not be responsible for areas that are not reasonably accessible by vehicle due to road maintenance or other natural obstacles beyond our control. If certain areas are inaccessible, we will attempt to complete treatment in those areas at a later date within the same cycle. Clark Pest Control will adhere to all designated "No Spray" areas.

- The treatment area will extend 10 feet from the edge of the roadway, depending on the terrain.
- All standing and flowing waterways will be avoided, with a 20-foot buffer zone maintained.
- A Quality Assurance (QA) inspection will be conducted each cycle to assess treatment effectiveness and determine if adjustments to the treatment strategy are necessary to ensure desired results.

All Clark Pest Control employees performing the aforementioned services will possess a valid California driver's license and the necessary state licenses to apply the specified materials. All roadway laws will be strictly followed, and materials will be applied in accordance with manufacturer label requirements.

Clark Pest Control will maintain open communication with the Nevada County Department of Public Works to address any issues that may arise.

Materials that may be used (All materials may not be used each treatment or cycle): None of the listed materials contain glyphosate.

Lifeline: Post-emergent

Magnify: Synergist (enhances the bonding of post-emergent to weeds)

Capstone: Post-emergent

Milestone: Pre-emergent

Esplanade: Pre-emergent



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET SACRAMENTO, CALIFORNIA 95814

ISSUED: **EXPIRES:**

January 01, 2025

December 31, 2026

Pest Control Business - Branch

LICENSE

LICENSE NO. 31213

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address:

CLARK PEST CONTROL OF STOCKTON, INC 555 N GUILD AVE LODI, CA 95240 **Business Location**

CLARK PEST CONTROL OF STOCKTON, INC 1288 GARDEN HWY YUBA CITY, CA 95991

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



QUALIFIED APPLICATOR LICENSE

LICENSE #: 155408

Categories: ABCD

EXPIRES: 12/31/2025

Issued:

1/1/2024

LANCE S VAN ZANT

2343 RIM CT

PLUMAS LAKE, CA 95961



This License must be shown to any representative of the Director or Commissioner upon request.

TERMS AND CONDITIONS FOR BIDS & PRICE QUOTES

The following provisions are hereby made a part of this bid or price quote by reference and attachment to the Invitation for Bids or Request for Price Quotes document. By submission of a bid, bidder does agree if the bid is accepted within <u>90 calendar days</u> from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

https://www.mynevadacounty.com/734/Purchasing#RFP Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

 SUBMISSION OF BIDS. Bids shall be submitted to the Purchasing Division either online, by using the Nevada County <u>eProcurement</u> System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be <u>clearly</u> indicated by bidder.

Online Bid Response: If you choose to submit your bid response online via the Public Purchase website:

- 1. Download the **Instructions to Bidders (Attachment A)**, complete and <u>save</u> the document, then upload and save the completed document to your online bid in Public Purchase.
- 2. Enter pricing for each bid line item online in Public Purchase.
- 3. Save and submit the bid online.
- 4. Submission of the Hardcopy Bid Response Cover Sheet (Attachment D) is <u>not</u> required for online submissions.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Nevada County <u>eProcurement</u> System shall submit their bids to the Purchasing Division, 950 Maidu Ave Ste # 129, Nevada City, CA 95959, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the <u>eProcurement</u> System or obtained from the Purchasing Office. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink

Hardcopy (Manual) Bid Response: If you choose to submit a hardcopy bid response, then complete all documents below and submit the documents in a <u>sealed and labeled envelope</u>:

- 1. Instructions to Bidders (Attachment A)
- 2. Vendor Response Cost Sheet (Attachment C) (Enter pricing and responses for each bid item online, save, click on "Download Items File", then print)

3. Hardcopy Bid Response Cover Sheet (Attachment D)

Any exceptions to the specifications, terms, or conditions of this solicitation shall be <u>clearly</u> indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

- 2. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Nevada County Purchasing Division.
- 3. REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Nevada County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder.
- 4. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- 5. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.
- 6. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis may also include consideration for Local Vendor Preference (per Section 13 below) The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.
- 7. SAMPLES. Samples of items, when required, must be furnished free of expense to Nevada County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.

- 8. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are <u>not</u> intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.
- 9. TAXES. Nevada County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Nevada County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.
- 10. DELIVERY. All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
- 11. FIXED CONTRACT QUANTITIES. Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.
- 12. OPEN-END CONTRACT (BLANKET PURCHASE ORDER). No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Nevada County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Nevada reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.
- 13. LOCAL VENDOR PREFERENCE. A local preference credit of 5.0% for Nevada County businesses will be permitted when evaluating bids for supplies, equipment and materials that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms are available on our website at: https://www.mynevadacounty.com/734/Purchasing#RFP
- 14. PROTEST AND APPEAL PROCESS. Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Information and General Services in the manner prescribed by Section 6.0 of the Nevada County Purchasing Policy. The protest shall be submitted in writing to the Director of Information and General Services within five County business days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

- 15. PATENT INFRINGEMENT. Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.
- 16. VENDOR FINANCIAL STABILITY. If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 4.4.1(e)(6) of the Nevada County Purchasing Policy and paragraph 7 of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Nevada County Purchasing Policy.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

ATTACHMENT B: DESCRIPTION OF SERVICES REQUIRED VEGETATION REDUCTION SPRAYING SERVICES

1. SCOPE OF WORK

1.1 Contractor's Responsibilities

Contractor shall furnish all supervision, labor, materials, tools, equipment, transportation, insurance and licenses necessary to accomplish the vegetation reduction services along various County roadways.

Contractor will be responsible for scheduling treatments of each location with the contract administrator.

Contractor shall comply with federal, State of California, and local laws, regulations, and ordinances relative to the execution of the vegetation reduction plan services within the legal jurisdiction that the premises covered by this contract are located. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, licenses and similar subjects. Contractor shall use all registered herbicides in a manner consistent with its manufacturer labeling and follow the crack and crevice, spot, general and space methods of treatment consistent with industry standards. Herbicides used shall comply with all applicable Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Food and Drug Administration (FDA), United States Department of Agriculture (USDA) safety regulations and standards including requirements under the current Federal Insecticide, Fungicide. Where there is a conflict between applicable regulations, the most stringent shall apply.

1.2 Locations

The Contractor shall apply a pre-emergent and post emergent on areas adjacent to the roadways as listed on Exhibit A. Emergent shall be sprayed 10' past the edge of pavement, measured horizontally from the edge of pavement. Roads listed on Exhibit A are delineated in centerline miles. Contractor shall spray emergent along both sides of the roadways.

Specific locations with County approved "No Spray" signs shall not be sprayed are listed on Exhibit B. Signs indicating "No Spray" may or may not be present along the side of the roadway.

Contractor shall document the address of any Non-conforming "no spray" signs and give these addresses to the County. These locations will not be sprayed at this time. Additionally, contractor shall not spray within 20' on either side of a water course.

Contractor's price shall include their price per centerline mile of roadway for application of pre and post emergent. No exceptions to price adjustments will be considered after award of contract. The contractor is responsible for inspecting site locations.

1.3 Treatment Frequency

Post emergent shall be sprayed between March 1, 2025 and October 15, 2025; Pre-Emergent shall be placed between Oct 15, 2025 and January 30, 2026.

Post-emergent shall be applied twice, once in spring 2025 and once in the fall of 2025. The Preemergent shall be sprayed once in Winter of 2025/26. Schedule shall be approved by the County prior to any application.

The contractor will be responsible for the exact timing of the pre/post emergent spray to keep the vegetation minimized.

1.4 Weed Abatement

It is the County's goal to prevent weeds, grass and plants from growing adjacent to the roadway. The weeds identified for eradication include but are not limited to all grasses, weeds, thistle, scotch broom, blackberry, manzanita, buckbrush, and deer brush.

1.5 License and Personnel Requirements

The Contractor is responsible for providing only experienced personnel who have been trained and certified by the State of California to handle and apply the classes of herbicides The Contractor's applicators and field representatives who will service the resulting contract shall possess and maintain a Qualified Applicator License (QAL) for the duration of the contract period.

The County's preference is for a single primary technician to handle the service. However, the Contractor can name two alternates to provide service when the primary technician is ill or on vacation, the Contractor shall provide the names, office phone number, and cell phone numbers of:

 Contractor's supervisor and alternate assigned to the contracts. The supervisor must have the Contractor's authority to act on matters pertaining to the performance of services required under the contracts. This individual shall assure safety and carry out coordination and continuity of the herbicide control services. The supervisor and alternate shall both have a working knowledge of the contracts and the schedule for each site.

1.6 Proposed Herbicides for Service

The Contractor shall provide brand names, current labels and Material Safety Data Sheets for each herbicide to be used.

No Glyphosate products will be allowed.

Products that are approved include (but are not limited to):

- Pre-emergent: Cleantrax, Milestone, Esplanade
- Post-emergent: Cheetah, Garlon 4, Lifeline, Captsone
- Synergist: As recommended.

Post-emergent shall target grasses, broadleaf weeds, woody plants/brush, invasive weeds

Pre-emergent: shall target grasses, broadleaf weeds, invasive weeds

Contractor shall supply Pest Control Recommendations for project used.

No herbicide shall be used unless:

- Nevada County has authorized the use of the herbicide; and
- Labels and Material Safety Data Sheets for the herbicides are on file with the Contract Administrators.

1.7 Use of Herbicides

The Contractor shall be responsible for application of Herbicides according to the label. All herbicides used by the Contractor shall be registered with the U.S. Environmental Protection Agency (EPA) and the State of California. Transport, handling, and use of all herbicides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.

The Contractor shall adhere to the following rules for Herbicide use:

- Herbicide Storage: The Contractor shall not store any pesticide or herbicide product in any structure or building located on any Nevada County location specified in this contract.
- Minimization of Risk: When herbicide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of herbicide necessary to achieve control.

1.8 Observed Conditions

No later than thirty (30) days after the completion of each application, a joint meeting with representative of the Contractor and Nevada County shall be made to determine the effectiveness of the herbicide application. Areas that are determined not to be effective in application will be reapplied at no additional cost to the County.

1.9 Record Keeping and Reporting

Contractor shall furnish records to the County at the end of each week. Records shall include at a minimum:

- · Application date
- Location of Service
- Weather conditions
- Any public interactions
- · Description of work completed
- Number of Workers
- Hours worked /day
- Services performed
- · Brand name of Herbicides applied

Contractor shall submit weekly spray reports through the Cal Ag Permit system; https://www.calagpermits.org/

Contractor shall provide County a written copy of said reports weekly.

1.10 Traffic Control

Contractor will be responsible for all traffic control. Contractor shall submit a traffic control plan to the county. No work may be performed without a county approved traffic control plan.

2. GENERAL REQUIREMENTS

2.1 Primary Contact

Contractor shall designate an individual to serve as the primary point of contact for the agreement. The primary contact shall respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without prior written notification to the designated County contact person. The primary contact shall provide a telephone number(s) where he/she can be reached during and after normal business hours. Primary point of contact shall be named and assigned with your bid submittal on Attachment E-Instructions to Bidders

2.2 Independent Contractor

It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of the County. County is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract; and as an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer- employee relationship exists due to this Contract.

2.3 Subcontractors

None of the services covered by this Contract shall be subcontracted without the prior written consent of Placer County Procurement Services. The Contractor shall be fully responsible to the County for the acts and omissions of his/her subcontractor, and of persons either directly or indirectly employed by the subcontractor.

2.4 Uniforms and Protective Clothing

The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work.

Protective clothing, equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used.

2.5 Vehicles

Vehicles used by the Contractor shall be clearly marked and identified in accordance with State and local regulations. Contractor is responsible for all traffic control measures.

2.6 Ownership of Information

All submittals, records, worksheets, reports, test results, documentation, and any other related data furnished in any format by the Contractor in accordance with the Scope of Services of this Contract shall remain the sole property of the County.

2.7 County's Right to Revise Requirements

The County reserves the right, at any time, to add, delete or change service requirements or service locations under the resulting contract, and may do so upon providing written notification to Contractor and via the contract change order process. Additional service locations to be added to the Contract shall be quoted by the Contractor and incorporated into the Contract. If these changes cause an increase or a reduction in contract cost(s), said cost(s) shall be adjusted accordingly and, when agreed upon, incorporated into the Contract.

2.8 Department Contact

The County contact for the resulting contract shall be a Department of Public Works designated Contract Administrator, who shall have authority to direct the Contractor's performance in matters relating to policy, information requirements and procedural requirements. The Contract Administrator shall monitor the contract and the performance of the Contractor. All services shall be approved in advance by the Contract Administrator prior to services being conducted.

2.9 Invoicing

Contractor will be paid monthly, based on length of roadways treated, in centerline miles. Contractor and County will agree on sections of roadways that are completed. Lengths will be based on length shown in Exhibit A. County will prepare a pay estimate for the contractor to review and approve:

- Areas listed as no spray, or where spraying is infeasible <u>will not</u> be deducted from the lengths shown on exhibit A
- Unit pricing charged in accordance with pricing indicated in the Contractor's bid response.

Full Compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved with the application of vegetative reduction spraying, in accordance with this contract shall be considered as included in the contract unit price per centerline mile of emergent application. And no additional compensation will be allowed.

3. SUPPLEMENTAL TERMS AND CONDITIONS

1. REQUIRED DOCUMENTS

Bidders shall complete all yellow fields in the documents listed below, which are documents that need to be downloaded, completed (offline), and then uploaded as part of your electronic response, or follow the instructions in Section 3 below, to be considered for award. Bids which are missing the required response attachments may be rejected as non-responsive.

Attachment A – Instructions to Bidders

Attachment C - Bid Pricing Worksheets

Attachment D - Hard Copy Bid Response (if submitting in person or by mail)

2. HARD COPY BID RESPONSES

Bidders wishing to submit a hard copy bid will need to complete the attachment titled "Hard Copy Bid Cover Sheet" and submit it along with the other required documents listed in Section 2 above. Bidders shall submit their hard copy bid response in a sealed envelope that clearly identifies the bid number, title, and closing date and time to the Purchasing Division, 950 Maidu Ave., Nevada City, CA 95959, between the hours of 8:00 am and 5:00 pm (Pacific), Monday through Friday (excluding County holidays), prior to the close date and time specified in this bid solicitation.

3. PRICING

Responding bidders shall provide firm, fixed prices for the categories and line items specified in this bid for the initial contract period of approximately one year from the date this bid is awarded. All bidders shall submit their pricing using **Attachment B – Bid Pricing Worksheets or submit their pricing online for each specific line item**.

4. BID EVALUATION AND AWARD

This bid shall be evaluated and awarded by category or on an all-or-none basis, whichever is in the County's best interest. The evaluation will be based on the line item pricing offered herein, and adherence to all conditions and requirements of this bid. Bidders are required to bid on all bid categories within a bid to be considered for award. Nevada County reserves the right to inspect the lowest responsive bidder's equipment prior to award in order to determine if the bidder has sufficient resources and manpower to meet the County's needs. The County's determination of the lowest responsive bid shall be final.

5. SPRAYING DEMONSTRATION

At the option of the County and prior to awarding the bid, the lowest responsive bidder may be required to provide a comprehensive demonstration of all aspects of the bidder's spraying equipment including, but not limited to, spraying methods, and treatment applications for the roadways. If necessary, this demonstration will be conducted at the Nevada County Department of Public Works Fleet Services Garage located at LaBarr Meadows Rd., Grass Valley, CA 95949. This demonstration will be conducted at no additional cost to the County. Equipment that does not perform to the County's specifications during the demonstration will be rejected. The County may deem the bidder non-responsive based on the demonstration results at the sole determination of the County.

6. INSURANCE REQUIREMENTS

The successful bidders shall furnish evidence of insurance to Nevada County Purchasing Division demonstrating proof of coverage in the amounts as specified herein to **Nevada County Hold Harmless and Insurance Requirements**, within ten (10) calendar days of receipt of a written request. The Certificate of Insurance shall include endorsement forms containing the County's endorsement language as specified. Failure to comply with the County's insurance and endorsement requirements will result in disqualification of your bid. All costs of complying with the requirements shall be included in your bid pricing. Bidders are strongly advised to read the Nevada County Hold Harmless and Insurance Requirements, prior to submitting a bid. Bidders are NOT required to submit a certificate of insurance with bid responses. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in

connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- 1. Commercial General Liability CGL: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
- 3. Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Hold Harmless and Indemnification Contract To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

Other Insurance Provisions:

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

- 1. Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions are used.)
- 2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers,

employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- 3. Umbrella or Excess Policy The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- 4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
- 5. Waiver of Subrogation Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 6. 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.
- 7. 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
- 8. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.

- 9. Verification of Coverage Contractor may be requested to furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and the County reserves the right to request a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements to County before work begins. Failure to obtain and provide verification of the requested/required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 10. Subcontractors Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- 11. Special Risks or Circumstances County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 12. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- 13. Material Breach Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- 14. Certificate Holder the Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

7. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, vehicles, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for vehicle towing and related roadside services and to safely maintain stored equipment and vehicles or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Nevada County. The successful bidder must tow all requested vehicles within 24 hours of the tow request and store said vehicles at their business's storage yard. The successful

Attachment B
Description of Services
Page 15 of 17

bidder must comply with all applicable regulations of their business including the vehicle's tow, storage, and release or disposal as well as other relevant business operations. The successful bidder will also collect the vehicle's dropped contents and/or parts that are near said vehicle at the service location of the abatement site.

					Item Pr c	
Item No.	Item	Ti of Sasn	Uni of M asur	E d Qu	Pe m l	Tot i
1	Area 1 Post Emerg nt	Sp ing	Cn li Mls	25.60	\$ 55.42	\$3,978.7
2	Area 2 Post Emergent	Spring	Centerline Miles	66.70	\$155.42	\$10,366.53
3	Area 3 Post Emergent	Spring	Centerline Miles	101.09	\$155.42	\$15,711.41
4	Area 4 Post Emergent	Spring	Centerline Miles	62.02	\$155.42	\$9,639.15
					Spring G d T	\$39,695.82
5	Area 1 Post Emergent	F	Miles	25.60	\$155.42	\$3,978.75
6	Area 2 Post Emergent	Fall	Centerline Miles	66.70	\$155.42	\$10,366.53
7	Area 3 Post Emergent	Fall	Centerline Miles	101.09	\$155.42	\$15,711.43
8	Area 4 Post Emergent	Fall	Centerline Miles	62.02	\$155.42	\$9,639.1
N A	The Trope Emaile				Fall Grand Total	\$39,695.82
9	Area 1 Pre Emergent	T W	Miles	25.60	\$159.00	\$4,070.40
10	Area 2 Pre Emergent	Winter	Centerline Miles	66.70	\$159.00	\$10,605.30
11	Area 3 Pre Emergent	Winter	Centerline Miles	101.09	\$159.00	\$16,073.3
12	Area 4 Pre Emergent	Winter	Centerline Miles	62.02	\$159.00	\$9,861.18
12	7 Table 1776 Emergent				Winter Grand Total	\$40,610.19
					Y R d	\$120,001.83

EXHIBIT A COUNTY ROAD MILEAGE LIST & AREA MAPS 1-4

County roads for an	 plication of pre/post en	nergent			-
County roads for ap	pucation of pre/post en	leigent	1	1	
Road Name	Segment From	Segment To	Start Mile	End Mile	Segme nt Total
ADAMSON DRIVE	MAGNOLIA RD	END COUNTY MAINT	0.000	1.180	1.180
ALLISON RANCH ROAD	HIGHWAY 49	BRIDGE	0.000	1.000	1.000
ALLISON RANCH ROAD	BRIDGE	EMPIRE STAR MINE RD	1.000	1.980	0.980
ALLISON RANCH ROAD	EMPIRE STAR MINE RD	MOTE LN	1.980	2.770	0.790
ALLISON RANCH ROAD	MOTE LN	GRASS VALLEY CORP LI	2.770	4.106	1.336
AUBURN ROAD	HIGHWAY 49	PINGREE RD	0.000	1.472	1.472
AUBURN ROAD	PINGREE RD	WOLF CREEK BRIDGE	1.472	2.172	0.700
AUBURN ROAD	WOLF CREEK BRIDGE	HIDDEN VALLEY RD	2.172	3.789	1.617
AUBURN ROAD	HIDDEN VALLEY RD	ARCHERY WY	3.789	4.621	0.832
AUBURN ROAD	ARCHERY WY	McCOURTNEY RD	4.621	5.655	1.034
BACK BONE ROAD	BLOOMFIELD GRNITVL	CRUZON GRADE RD	0.000	2.777	2.777
BACK BONE ROAD	CRUZON GRADE RD	DERBEC RD	2.777	3.731	0.954
BACK BONE ROAD	DERBEC RD	MOORES FLAT RD	3.731	7.464	3.733
BIG SPRING DRIVE	PERIMETER RD	END COUNTY MAINT	0.000	1.200	1.200
BIRCHVILLE ROAD	HIGHWAY 49	PINE GROVE RES RD	0.000	0.879	0.879
BIRCHVILLE ROAD	PINE GROVE RES RD	REDBUD RD	0.879	2.014	1.135
BIRCHVILLE ROAD	REDBUD RD	PLEASANT VALLEY RD	2.014	2.852	0.838
BITNEY SPRINGS ROAD	ROUGH AND READY HWY	MYSTIC MINE RD	0.000	0.765	0.765
BITNEY SPRINGS ROAD	MYSTIC MINE RD	EMPRESS RD	0.765	1.951	1.186
BITNEY SPRINGS ROAD	EMPRESS RD	RUDD RD	1.951	3.262	1.311
BITNEY SPRINGS ROAD	RUDD RD	N PONDEROSA WY	3.262	4.188	0.926
BITNEY SPRINGS ROAD	N PONDEROSA WY	STARDUSTER DR	4.188	5.345	1.157
BITNEY SPRINGS ROAD	STARDUSTER DR	BIETLER RD	5.345	6.046	0.701

BITNEY SPRINGS ROAD	BIETLER RD	PLEASANT VALLEY RD	6.046	7.186	1.140
BOBCAT COURT	BUCK RIDGE RD	END	0.000	0.100	0.100
BUCK RIDGE ROAD	W END TIGER TAIL RD	COUGAR CT	0.000	0.490	0.490
BUCK RIDGE ROAD	COUGAR CT	E END TIGER TAIL RD	0.490	1.489	0.999
CEMENT HILL ROAD	NEVADA CITY CORP LIM	WHISPERING OAKS LN	0.133	1.103	0.970
CEMENT HILL ROAD	WHISPERING OAKS LN	AUGUSTINE RD	1.103	2.410	1.307
CEMENT HILL ROAD	AUGUSTINE RD	END COUNTY MAINT	2.410	3.345	0.935
CLOVER VALLEY ROAD	BREWER RD	END COUNTY MAIN	0.000	0.100	0.100
CLOVER VALLEY ROAD	END OF COUNTY	RAINBOW RD	0.100	1.570	1.470
COMBIE ROAD	HIGHWAY 49	MAGNOLIA RD	0.000	0.820	0.820
COMBIE ROAD	MAGNOLIA RD	RODEO FLAT RD	0.820	2.230	1.410
COMBIE ROAD	RODEO FLAT RD	PENINSULA DR	2.230	3.100	0.870
COMBIE ROAD	PENINSULA DR	ROBLES DR	3.100	3.420	0.320
COMBIE ROAD	ROBLES DR	END	3.420	3.600	0.180
COUGAR COURT	BUCK RIDGE RD	END	0.000	0.100	0.100
CRUZON GRADE ROAD	TYLER FOOTE CROSSING	FOXFIRE WY	0.000	1.011	1.011
CRUZON GRADE ROAD	FOXFIRE WY	BEAR TRAP SPRINGS RD	1.011	2.526	1.515
CRUZON GRADE ROAD	BEAR TRAP SPRINGS RD	BACKBONE RD	2.526	3.494	0.968
DANIELS WAY	E LIME KILN RD	N END	0.000	0.150	0.150
DOG BAR ROAD	LA BARR MEADOWS RD	WHEELER CROSS RD	0.000	1.003	1.003
DOG BAR ROAD	WHEELER CROSS RD	ALTA SIERRA DR	1.003	1.867	0.864
DOG BAR ROAD	ALTA SIERRA DR	MOUNT OLIVE RD	1.870	3.870	2.000
DOG BAR ROAD	MOUNT OLIVE RD	TAYLOR CROSSING RD	3.867	5.620	1.753
DOG BAR ROAD	TAYLOR CROSSING RD	WOLF CREEK RD	5.620	6.330	0.710
DOG BAR ROAD	WOLF CREEK RD	LODESTAR DR	6.330	6.980	0.650
DOG BAR ROAD	LODESTAR DR	AMBER ST	6.980	7.730	0.750
DOG BAR ROAD	AMBER ST	MISTY WINDS LN	7.730	8.740	1.010
DOG BAR ROAD	MISTY WINDS LN	MAGNOLIA RD	8.740	9.220	0.480
DOG BAR ROAD	MAGNOLIA RD	BEAR RIVER BRIDGE	9.220	9.920	0.700
DUGGANS ROAD	WOLF RD	WOLF MEADOW DR (S)	0.000	0.991	0.991
DUGGANS ROAD	WOLF MEADOW DR (S)	LIME KILN RD	0.991	2.003	1.012

EAST LIME KILN ROAD	HIGHWAY 49	KAREN DR	0.000	0.286	0.286
EMPRESS ROAD	BITNEY SPRINGS RD	NEWTOWN RD	0.000	0.580	0.580
FAY ROAD	RAINBOW RD	END COUNTY MAINT	0.000	0.350	0.350
FAY ROAD	CLOVER VALLEY RD	END OF CSA MAINT	0.393	1.493	1.100
GARDEN BAR ROAD	WOLF RD	COUNTRYSIDE RANCH RD	0.000	0.970	0.970
GARDEN BAR ROAD	COUNTRYSIDE RANCH RD	COUNTRYSIDE RANCH RD	0.970	1.750	0.780
GARDEN BAR ROAD	COUNTRYSIDE RANCH RD	SANFORD'S BRIDGE	1.750	2.880	1.130
GARDEN BAR ROAD	SANFORD'S BRIDGE	END OF PAVEMENT	2.880	3.700	0.820
GARDEN BAR ROAD	END OF PAVEMENT	END COUNTY MAINT	3.700	4.880	1.180
GOLD HILL DRIVE	HIGHWAY 174	E END	0.000	0.670	0.670
GREENHORN ACCESS ROA	HIGHWAY 174	END COUNTY MAINT	0.000	1.130	1.130
GREENHORN ROAD	BRUNSWICK RD	KANTORBERY CT	0.000	0.960	0.960
GREENHORN ROAD	KANTORBERY CT	DOGWOOD RD	0.960	1.840	0.880
GREENHORN ROAD	DOGWOOD RD	TENSY LN	1.840	3.140	1.300
GREENHORN ROAD	TENSY LN	END COUNTY MAINT	3.140	4.260	1.120
INDIAN SPRINGS ROAD	McCOURTNEY RD	FALLING LEAF LN	0.000	1.060	1.060
INDIAN SPRINGS ROAD	FALLING LEAF LN	MAIDU TR	1.060	2.130	1.070
INDIAN SPRINGS ROAD	MAIDU TR	SPENCEVILLE RD	2.130	3.630	1.500
INDIAN SPRINGS ROAD	SPENCEVILLE RD	MAJESTIC VIEW CT	3.630	4.470	0.840
INDIAN SPRINGS ROAD	MAJESTIC VIEW CT	PENN VALLEY DR	4.470	5.590	1.120
INSPIRATION LANE	WOODACRE RD	END CSA MAINT	0.000	0.230	0.230
JAGUAR COURT	TIGER TAIL RD	END	0.000	0.100	0.100
JONES BAR ROAD	NEWTOWN RD	WOOLMAN LN	0.000	0.782	0.782
JONES BAR ROAD	WOOLMAN LN	END COUNTY MAINT	0.782	1.922	1.140
KAREN DRIVE	E LIME KILN RD	ALEXANDRA WY	0.000	0.788	0.788
LA BARR MEADOWS ROAD	HIGHWAY 49	DOG BAR RD	0.000	1.480	1.480
LA BARR MEADOWS ROAD	DOG BAR RD	GRASS VALLEY CO	1.480	2.200	0.720
LA BARR MEADOWS ROAD	HANSEN BROS	GRASS VALLEY CORP LI	2.750	3.270	0.520
LAKE VERA- PURDON ROA	N BLOOMFIELD GRANITE	SELBY LN	0.000	1.109	1.109
LAKE VERA- PURDON ROA	SELBY LN	RECTOR RD	1.109	2.597	1.488

	TWO E OBSEVABLE	END	0.000	0.100	0.100
LEOPARD COURT	WOLF CREEK RD	END	0.000	0.100	
LIME KILN ROAD	HIGHWAY 49	OLD POND LN	0.000	1.380	1.380
LIME KILN ROAD	OLD POND LN	DUGGANS RD	1.380	2.760	1.380
LIME KILN ROAD	DUGGANS RD	BALD HILL RD	2.760	4.020	1.260
LIME KILN ROAD	BALD HILL RD	McCOURTNEY RD	4.020	5.130	1.110
LOWER COLFAX ROAD	RATTLESNAKE RD	LAWS RANCH CROSS RD	0.000	1.500	1.500
LOWER COLFAX ROAD	LAWS RANCH CROSS RD	AGONY HILL RD	1.500	2.237	0.737
LOWER COLFAX ROAD	AGONY HILL RD	ORZALLI RD	2.237	3.701	1.464
LOWER COLFAX ROAD	ORZALLI RD	START PAVEMENT	3.701	4.398	0.697
LOWER COLFAX ROAD	START PAVEMENT	OLD COACH WY	4.398	5.972	1.574
LOWER COLFAX ROAD	OLD COACH WY	MOUNT OLIVE RD	5.972	6.801	0.829
MAGNOLIA ROAD	COMBIE RD	E HACIENDA DR	0.000	1.160	1.160
MAGNOLIA ROAD	E HACIENDA DR	KNOLLS DR	1.160	2.440	1.280
MAGNOLIA ROAD	KNOLLS DR	TROTTER RD	2.440	3.180	0.740
MAGNOLIA ROAD	TROTTER RD	CLIFFORD RD	3.180	4.310	1.130
MAGNOLIA ROAD	CLIFFORD RD	DOG BAR RD	4.310	4.970	0.660
MCCOURTNEY ROAD	GRASS VALLEY CORP LI	POLARIS DR	0.609	1.291	0.682
MCCOURTNEY ROAD	POLARIS DR	THOROUGHBRED LP	1.291	2.213	0.922
MCCOURTNEY ROAD	THOROUGHBRED LP	S PONDEROSA WY	2.213	3.371	1.158
MCCOURTNEY ROAD	S PONDEROSA WY	PATTERSON VALLEY RD	3.371	4.911	1.540
MCCOURTNEY ROAD	PATTERSON VALLEY ROA	LUCKY NUGGET LN	4.911	5.899	0.988
MCCOURTNEY ROAD	LUCKY NUGGET LN	CHAMPAGNE LN	5.899	7.090	1.191
MCCOURTNEY ROAD	CHAMPAGNE LN	BEYERS LN	7.090	8.169	1.079
MCCOURTNEY ROAD	BEYERS LN	MUSTANG VALLEY PL	8.169	9.392	1.223
MCCOURTNEY ROAD	MUSTANG VALLEY PL	LIME KILN RD	9.392	10.74 2	1.350
MCCOURTNEY ROAD	LIME KILN RD	OPUS RD	10.742	12.00 0	1.258
MCCOURTNEY ROAD	OPUS RD	PERIMETER RD	12.000	13.09 1	1.091
McCOURTNEY ROAD	WHITE OAK DR	GATE	13.779	14.12 9	0.350

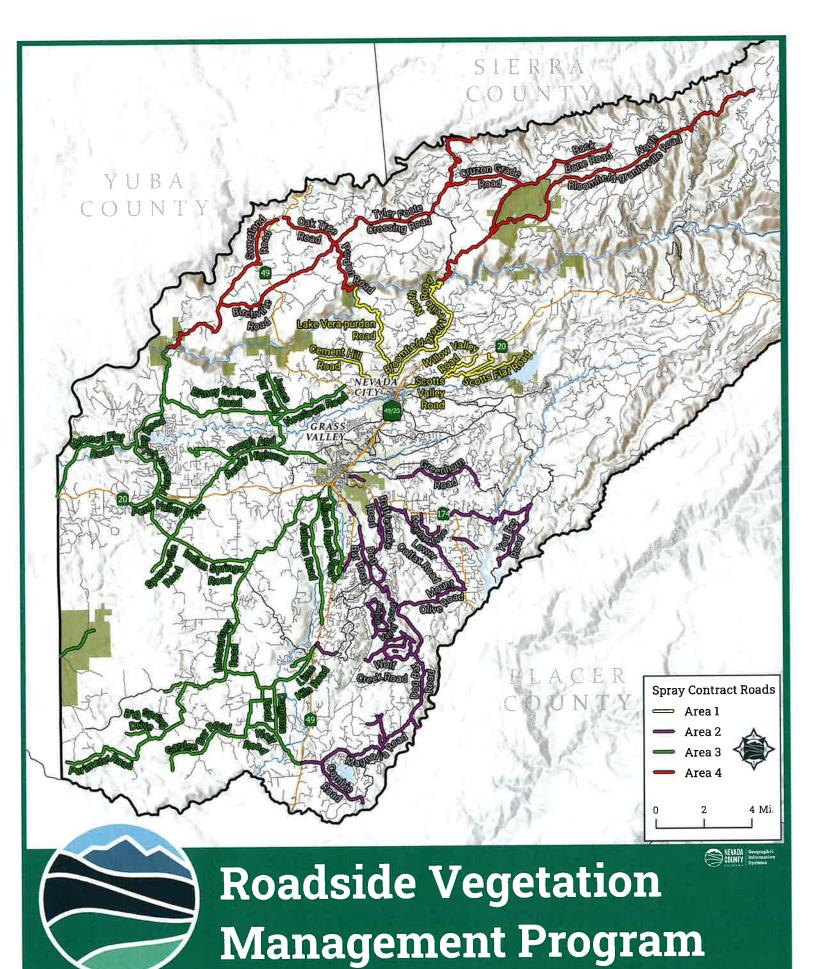
MCCOURTNEY ROAD	LONG RAVINE RD	WHITE OAK DR	13.289	13.77 9	0.490
MEADOW DRIVE	HIGHWAY 174	ORAZALLI RD	0.000	1.080	1.080
MEADOW DRIVE	ORAZALLI RD	END COUNTY MAINT	1.080	1.679	0.599
MOONEY FLAT	HIGHWAY 20	DEER CREEK BRIDGE	0.000	1.534	1.534
ROAD					
MOONEY FLAT	DEER CREEK BRIDGE	JOE MILLER RAVINE	1.534	2.752	1.218
ROAD		RD			
MOONEY FLAT	JOE MILLER RAVINE	1.13 MI W. OF	2.752	4.152	1.400
ROAD	RD	PLEASA	1.150	- 00 d	4.400
MOONEY FLAT	1.13 MI W. OF	PLEASANT VALLEY	4.152	5.284	1.132
ROAD	PLEASA	RD ANDA DD	0.000	0.010	0.010
MOUNT OLIVE	HIGHWAY 174	MIRANDA DR	0.000	0.810	0.810
ROAD	MIRANDA DR	ROLPHOLM RD	0.810	1.900	1.090
MOUNT OLIVE ROAD	MIKANDA DK	NOLFHOLM ND	0.010	1.500	1.050
MOUNT OLIVE	ROLPHOLM RD	DOG BAR RD	1.900	3.400	1.500
ROAD	NOLITIOLITING	DOO BAILLING	1.000	0.700	
NEWTOWN ROAD	HIGHWAY 49	CHAMPION RD	0.000	0.770	0.770
NEWTOWN ROAD	CHAMPION RD	BRANNON CT	0.770	1.969	1.199
NEWTOWN ROAD	BRANNON CT	JONES BAR RD	1.969	3.280	1.311
NEWTOWN ROAD	JONES BAR RD	BITNEY SPRINGS RD	3.280	4.049	0.769
NORTH	HIGHWAY 49	LAKE VERA-PURDON	0.000	0.501	0.501
BLOOMFIELD-GRA	HIGHWAI 45	RD	0.000	0.001	0.001
NORTH	LAKE VERA-PURDON	HONEYSUCKLE WY	0.501	1.699	1.198
BLOOMFIELD-GRA	RD	I I I I I I I I I I I I I I I I I I I			
NORTH	HONEYSUCKLE WY	COOPER RD	1.699	3.343	1.644
BLOOMFIELD-GRA					
NORTH	COOPER RD	BLUE TENT SCHOOL	3.343	4.659	1.316
BLOOMFIELD-GRA		RD			
NORTH	BLUE TENT SCHOOL	ROCK CREEK RD	4.659	6.065	1.406
BLOOMFIELD-GRA	RD				
NORTH	ROCK CREEK RD	EDWARDS	6.065	7.517	1.452
BLOOMFIELD-GRA		CROSSING BRI			
NORTH	EDWARDS	GRIZZLY HILL RD	7.517	8.998	1.481
BLOOMFIELD-GRA	CROSSING BRI	LAKE OUTVED	0.000	11.10	2.482
NORTH	GRIZZLY HILL RD	LAKE CITY RD	8.998	11.48 0	2.482
BLOOMFIELD-GRA	LAKE OITVED	FONTZ CABIN	11.480	13.68	2.207
NORTH	LAKE CITY RD	FUNIZ CADIN	11.460	7	2.207
BLOOMFIELD-GRA NORTH	FONTZ CABIN	RELIEF HILL RD	13.687	14.39	0.707
BLOOMFIELD-GRA	I OIVIZ CADIIV	THE THE THE THE	10.007	4	0.707
NORTH	RELIEF HILL RD	DERBEC RD	14.394	15.76	1.372
BLOOMFIELD-GRA				6	
NORTH	DERBEC RD	SNOWTENT RD	15.766	18.03	2.271
BLOOMFIELD-GRA				7	

	1	MOODEOELAT	40.007	10.51	0.475
NORTH BLOOMFIELD-GRA	SNOWTENT RD	MOORES FLAT	18.037	18.51 2	0.475
NORTH BLOOMFIELD-GRA	MOORES FLAT RD	CHERRY HILL	18.512	21.01 2	2.500
NORTH BLOOMFIELD-GRA	CHERRY HILL	SCHOOL HOUSE DRIVE	21.012	26.12 1	5.109
OAK TREE ROAD	HIGHWAY 49	LOVELL LN	0.000	0.890	0.890
OAK TREE ROAD	LOVELL LN	ROBINSON RD	0.890	1.740	0.850
OAK TREE ROAD	ROBINSON RD	TYLER FOOTE CROSSING	1.740	2.783	1.043
PANTHER COURT	OCELOT DR	END	0.000	0.100	0.100
PENN VALLEY DRIVE	HIGHWAY 20 (W)	PLEASANT VALLEY RD	0.000	1.144	1.144
PENN VALLEY DRIVE	PLEASANT VALLEY RD	EASY ST	1.144	1.950	0.806
PENN VALLEY DRIVE	EASY ST	SPENCEVILLE RD	1.950	2.830	0.880
PENN VALLEY DRIVE	SPENCEVILLE RD	HIGHWAY 20 (E)	2.830	3.410	0.580
PERIMETER ROAD	WHITE OAK DR	END CSA MAINT	10.164	10.61 4	0.450
PERIMETER ROAD	McCOURTNEY RD	CABRERA RD	2.210	3.612	1.402
PERIMETER ROAD	CABRERA RD	GRIZZLY BEAR DR	3.612	4.781	1.169
PERIMETER ROAD	GRIZZLY BEAR DR	BIG SPRINGS DR	4.781	5.877	1.096
PERIMETER ROAD	BIG SPRINGS DR	END OF CHIP SEAL	5.877	6.617	0.740
PERIMETER ROAD	END OF CHIP SEAL	DAWN RIDGE CT	6.617	8.650	2.033
PERIMETER ROAD	DAWN RIDGE CT	WHITE OAK DR	8.650	10.16 4	1.514
PLEASANT VALLEY ROAD	PENN VALLEY DR	LAKE WILDWOOD DR	0.000	1.370	1.370
PLEASANT VALLEY ROAD	LAKE WILDWOOD DR	MOONEY FLAT RD	1.370	2.870	1.500
PLEASANT VALLEY ROAD	MOONEY FLAT RD	GOLD COUNTRY DR	2.870	3.610	0.740
PLEASANT VALLEY ROAD	GOLD COUNTRY DR	WILLIAMS RANCH SCHOO	3.610	4.890	1.280
PLEASANT VALLEY ROAD	WILLIAMS RANCH SCHOO	BITNEY SPRINGS RD	4.890	5.490	0.600
PLEASANT VALLEY ROAD	BITNEY SPRINGS RD	MEADOWWOOD RD	5.490	6.630	1.140
PLEASANT VALLEY ROAD	MEADOWWOOD RD	YUBA BRIDGE	6.630	7.770	1.140
PLEASANT VALLEY ROAD	YUBA BRIDGE	BUTTERMILK BEND	7.770	9.280	1.510
PLEASANT VALLEY ROAD	BUTTERMILK BEND	CRESCENT ST	9.280	10.27 0	0.990

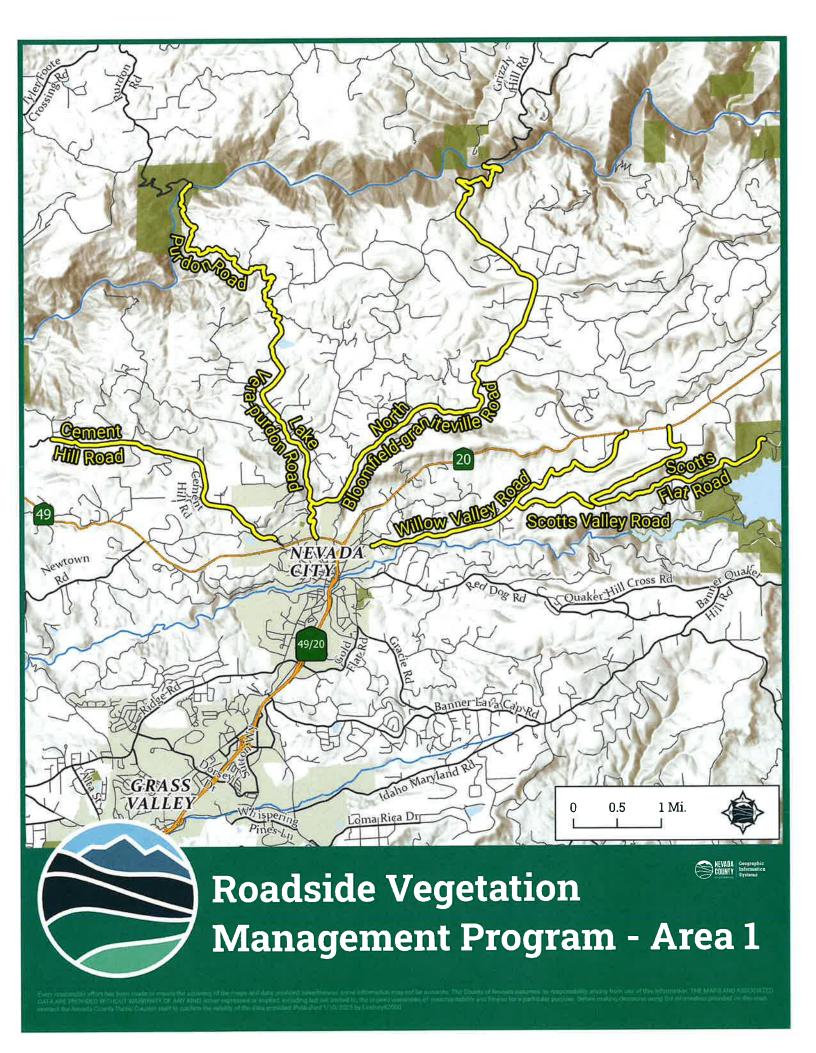
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PLEASANT VALLEY ROAD	CRESCENT ST	BIRCHVILLE RD	10.270	12.04 0	1.770
PLEASANT VALLEY ROAD	BIRCHVILLE RD	RIDGE ROCK	12.040	13.04 0	1.000
PLEASANT VALLEY ROAD	RIDGE ROCK	HIGHWAY 49	13.040	14.61 0	1.570
PURDON ROAD	LAKE VERA PURDON RD	ROUND MOUNTAIN RANCH	0.000	0.330	0.330
PURDON ROAD	ROUND MOUNTAIN RANCH	END CHIP SEAL	0.330	1.410	1.080
PURDON ROAD	END CHIP SEAL	YUBA BRIDGE	1.410	3.410	2.000
PURDON ROAD	YUBA BRIDGE	MURPHY RD	3.410	4.930	1.520
PURDON ROAD	MURPHY RD	MONTEZUMA LN	4.930	5.900	0.970
PURDON ROAD	MONTEZUMA LN	TYLER FOOTE CROSSING	5.900	6.920	1.020
RAINBOW ROAD	CARRIE WY	END COunty MAINT	0.000	0.370	0.370
RAINBOW ROAD	END CSA MAINT	CLOVER VALLEY RD	0.370	1.210	0.840
RATTLESNAKE RIDGE DR	RATTLESNAKE RD	RATTLESNAKE RD	0.000	0.509	0.509
RATTLESNAKE ROAD	HIGHWAY 174	HIGHLAND DR (S)	0.000	1.408	1.408
RATTLESNAKE ROAD	HIGHLAND DR (S)	GOODALL MINE RD	1.408	2.359	0.951
RATTLESNAKE ROAD	GOODALL MINE RD	WHEELER CROSS RD	2.359	3.063	0.704
RATTLESNAKE ROAD	WHEELER CROSS RD	DOG BAR RD	3.063	4.321	1.258
ROUGH AND READY HIGH	HIGHWAY 20	MATAS-WECKS RD	0.000	1.310	1.310
ROUGH AND READY HIGH	MATAS-WECKS RD	ROUGH AND READY RD	1.310	2.320	1.010
ROUGH AND READY HIGH	ROUGH AND READY RD	BONANZA WY	2.320	3.290	0.970
ROUGH AND READY HIGH	BONANZA WY	BITNEY SPRINGS RD	3.290	4.230	0.940
ROUGH AND READY HIGH	BITNEY SPRINGS RD	RIDGE RD	4.230	5.570	1.340
ROUGH AND READY HIGH	RIDGE RD	GRASS VALLEY CORP LI	5.570	6.340	0.770
ROUGH AND READY ROAD	ROUGH AND READY HWY	PIONEER RD	0.000	1.290	1.290
ROUGH AND READY ROAD	PIONEER RD	MINER'S WY	1.290	2.130	0.840
ROUGH AND READY ROAD	MINER'S WY	END COUNTY MAINT	2.130	2.620	0.490
SCOTTS FLAT ROAD	HIGHWAY 20	SCOTTS VALLEY RD	0.000	1.730	1.730

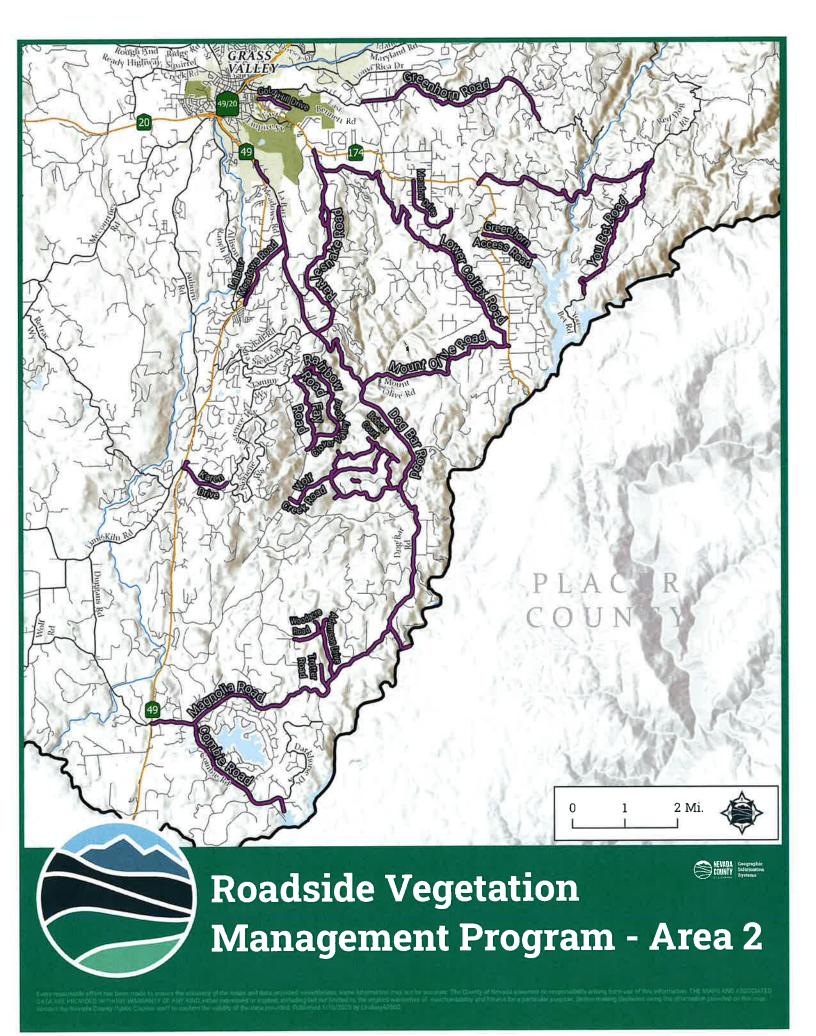
SCOTTS FLAT ROAD	SCOTTS VALLEY RD	SCOTTS FLAT DAM RD	1.730	2.680	0.950
SCOTTS FLAT ROAD	SCOTTS FLAT DAM RD	ALPINE MEADOW CAMP	2.680	4.020	1.340
SCOTTS VALLEY ROAD	WILLOW VALLEY RD	1-2 LANE TRANSITION	0.000	0.200	0.200
SCOTTS VALLEY ROAD	1-2 LANE TRANSITION	SCOTTS FLAT RD	0.200	1.020	0.820
SPENCEVILLE ROAD	PENN VALLEY DR	DEVONSHIRE CR	0.000	0.620	0.620
SPENCEVILLE ROAD	DEVONSHIRE CR	INDIAN SPRINGS RD	0.620	1.520	0.900
SPENCEVILLE ROAD	INDIAN SPRINGS RD	END COUNTY MAINT	1.520	3.190	1.670
SPENCEVILLE ROAD	BEGIN COUNTY MAINT	YUBA COUNTY LINE	3.190	5.070	1.880
SWEETLAND ROAD	HIGHWAY 49	SCHOOL ST	0.000	0.978	0.978
SWEETLAND ROAD	SCHOOL ST	HIGHWAY 49	0.978	2.001	1.023
SWEETLAND ROAD	HIGHWAY 49	PLEASANT VALLEY RD	2.001	2.487	0.486
TIGER TAIL ROAD	WOLF CREEK RD (W)	BUCK RIDGE RD	0.000	0.980	0.980
TIGER TAIL ROAD	BUCK RIDGE RD	WOLF CREEK RD (E)	0.980	2.317	1.337
TROTTER ROAD	MAGNOLIA RD	END CSA MAINT	0.000	0.450	0.450
TYLER FOOTE CROSSING	HIGHWAY 49	PATHFINDER WY	0.000	1.020	1.020
TYLER FOOTE CROSSING	PATHFINDER WY	MURPHY RD	1.020	1.820	0.800
TYLER FOOTE CROSSING	MURPHY RD	PURDON RD	1.820	3.310	1.490
TYLER FOOTE CROSSING	PURDON RD	ANANDA WY	3.310	4.720	1.410
TYLER FOOTE CROSSING	ANANDA WY	FANDOR ROAD	4.720	6.370	1.650
TYLER FOOTE CROSSING	FANDOR FARM	OLD MILL RD	6.370	7.640	1.270
TYLER FOOTE CROSSING	OLD MILL RD	LAKE CITY RD	7.640	8.410	0.770
TYLER FOOTE CROSSING	LAKE CITY RD	CRUZON GRADE RD	8.410	9.380	0.970
TYLER FOOTE CROSSING	CRUZON GRADE RD	GRIZZLEY RIDGE RD	9.380	11.49 0	2.110
TYLER FOOTE CROSSING	GRIZZLEY RIDGE RD	SIERRA COUNTY LINE	11.490	13.99 0	2.500
WILLOW VALLEY ROAD	NEVADA CITY CORP LIM	MOSQUITO CREEK RD	0.141	0.931	0.790
WILLOW VALLEY ROAD	MOSQUITO CREEK RD	SCOTTS VALLEY RD	0.931	2.038	1.107
WILLOW VALLEY ROAD	SCOTTS VALLEY RD	END CHIP SEAL	2.038	2.820	0.782

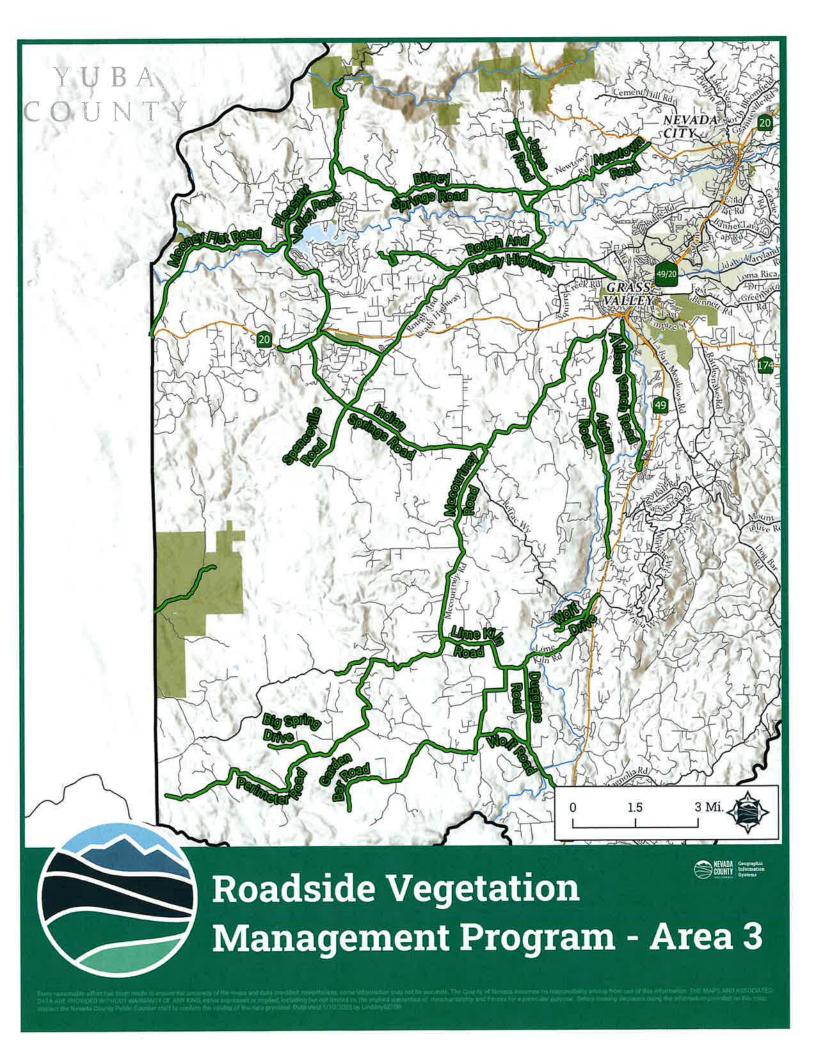
WILLOW VALLEY ROAD	END CHIP SEAL	PAVEMENT	2.820	3.485	0.665
WILLOW VALLEY ROAD	PAVEMENT	HIGHWAY 20	3.485	3.969	0.484
WOLF CREEK ROAD	GEORGE BREWER	TIGER TAIL RD	0.000	1.020	1.020
WOLF CREEK ROAD	TIGER TAIL RD	OCELOT DR	1.020	1.800	0.780
WOLF CREEK ROAD	OCELOT DR	DOG BAR RD	1.800	2.740	0.940
WOLF DRIVE	RETRAC WY	END OF PAVEMENT	0.000	0.650	0.650
WOLF DRIVE	END OF PAVEMENT	END CSA MAINT	0.650	1.050	0.400
WOLF ROAD	HWY 49	WOLF CREEK BRIDGE	0.000	1.190	1.190
WOLF ROAD	WOLF CREEK BRIDGE	DUGGANS RD	1.190	1.925	0.735
WOLF ROAD	DUGGANS RD	GARDEN BAR RD	1.925	3.337	1.412
WOLF ROAD	GARDEN BAR RD	QUARTERHORSE DR	3.337	4.465	1.128
WOLF ROAD	QUARTERHORSE DR	LIME KILN RD	4.465	5.521	1.056
WOODACRE ROAD	ADAMSON RD	END CSA MAINT	0.000	0.580	0.580
YOU BET ROAD	HWY 174	SIDE BET RD	0.000	1.253	1.253
YOU BET ROAD	SIDE BET RD	GREENHORN CREEK BRID	1.253	2.499	1.246
YOU BET ROAD	GREENHORN CREEK BRID	GREEN HAVEN LN (N)	2.499	3.640	1.141
YOU BET ROAD	GREEN HAVEN LN (N)	RED DOG RD	3.640	4.360	0.720
YOU BET ROAD	RED DOG RD	GREEN HAVEN LN (S)	4.360	5.550	1.190
YOU BET ROAD	GREEN HAVEN LN (S)	YOU WIN CT	5.550	6.470	0.920
YOU BET ROAD	YOU WIN CT	END COUNTY MAINT	6.470	7.780	1.310
YOU BET ROAD	YOU WIN CT	END COUNTY MAINT	6.470	7.780	1.310











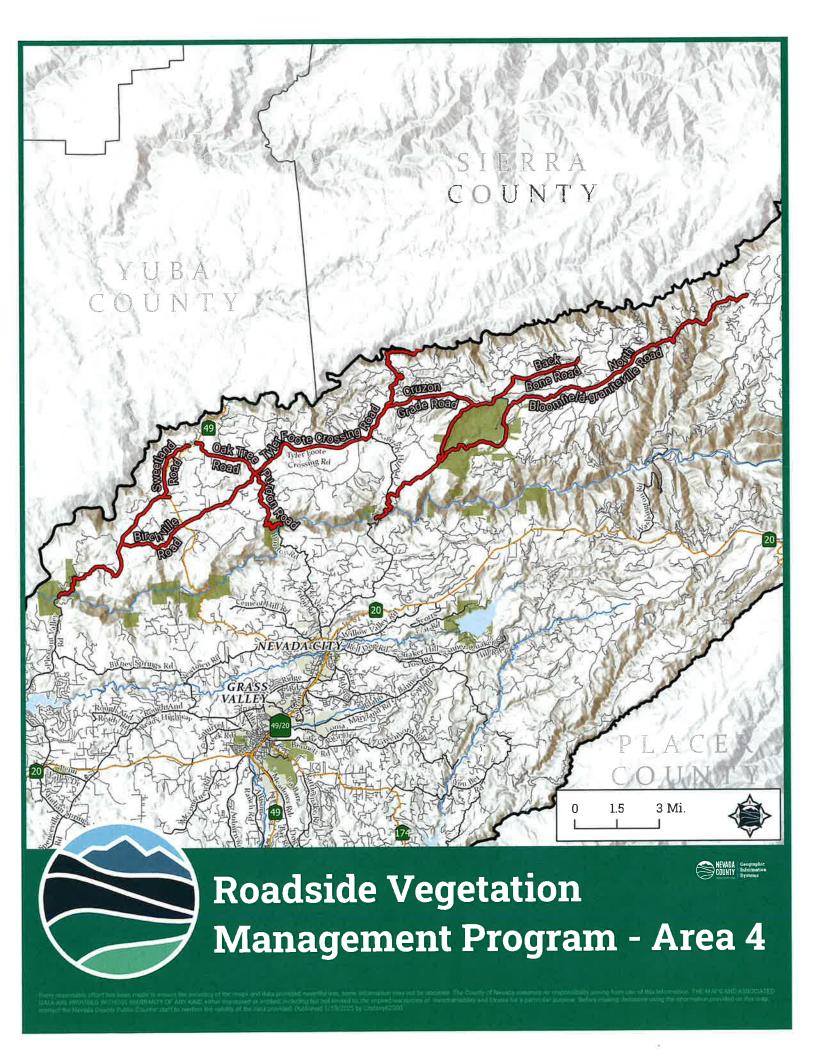


EXHIBIT B NO SPRAY LIST



950 Maidu Avenue, Suite #170 PO BOX #599002 Nevada City, CA 95959 PH: (530) 265-1411 FAX: (530) 265-9849 Emergency Sewer: (530) 265-1555

Exhibit B Current No Spray Agreements

Address	Road Name
14503	Greenwood Cir
18476	Wolf Creek Dr
13640	Wildwood Heights
17942	Dog Bar Rd
13680	Bitney Springs Rd
14385	Quaker Hill Cross Rd
16236	Bitney Springs Rd.
16246	Bitney Springs Rd.
15494	Cover Valley Road
12787	Burma Rd
20380	Buck Ridge Rd
18221	Round Mountain Ranch Rd
16699	Auburn Rd
11626	Wolf Rd
18570	Indian Springs
15934	Mt Olive Rd
11870	Mooney Flat Rd
11890	Newtown Rd
11990	Mooney Flat Rd
13359	Quaker Hill Cross Rd
10392	Willow Valley Rd
13460	Idaho Maryland Rd
10362	Sandy Way