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MASTER SERVICES AGREEMENT

ADMINISTERING AGENCY: COUNTY OF NEVADA FACILITIES MAINTENANCE DIVISION

DESCRIPTION: **MASTER SERVICES AGREEMENT FOR General Engineering Annual As-Needed Services**

THIS AGREEMENT MADE AND ENTERED INTO THIS 8th day of July, 2025, BY AND BETWEEN the COUNTY OF NEVADA, hereinafter referred to as "COUNTY", and _____, located in _____, hereinafter referred to as "CONTRACTOR".

WHEREAS, the COUNTY requires General Engineering – Annual As Needed Services; and

WHEREAS, CONTRACTOR is duly qualified and has the required experience to provide such services and is willing to perform such services; and

WHEREAS, COUNTY desires to retain the services of CONTRACTOR to perform required services;

NOW, THEREFORE, COUNTY and CONTRACTOR in consideration of the mutual covenants herein set forth agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in task order and RFQ No. 200398, General Engineering Annual As-Needed Services in Nevada County and Contractors response to said document. Contractor shall provide said services at the time, place, and in the manner specified in task order.

2. **Amendments to Agreement.** All amendments to either this agreement or any subsequent task orders must be processed as change orders and approved in writing by both Parties.

3. **Time of Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in any subsequent task order shall constitute material breach of this contract.

4. **Payment.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in the applicable document based on this Master Services Agreement. The scope of work and specific costs will be expressly identified on the purchase order or supplier contract for each specific project task. The payment specified on the document shall be the only payment made to Contractor for services rendered pursuant for the specific task. For repair and installation tasks the County may request a lump sum or itemized not-to-exceed price quote based on contract labor and materials rates for repairs and installations. Any additional costs beyond the quote must be pre-approved by the County. Upon quote and work approval, the County agrees to pay invoices issued under the terms of this agreement and the agreed upon scope. Contractor shall submit all billings for said services to County in the manner specified in RFQ No. 200398. No single project task under this agreement will exceed $50,000.

5. **Records.** CONTRACTOR shall always maintain complete detailed records with regard to services performed under this agreement in a form acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to CONTRACTOR until COUNTY is satisfied that

services of such value have been rendered pursuant to this agreement. All records shall be retained by CONTRACTOR for a period of at least three (3) years after the date of final payment to CONTRACTOR.

6. **Employees of CONTRACTOR.** All persons performing services for CONTRACTOR shall be solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely responsible for the salaries and other benefits, including Workers' Compensation, of all such personnel.

7. **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 Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

8. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.

9. **Nondiscrimination.** During the performance of this agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full.

   CONTRACTOR shall give written notice of its obligation under this clause to labor organizations with which it has a collective bargaining or agreement.

   CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

10. **Hold Harmless and Indemnification**.
   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.

11. **Insurance**. Contractor shall procure and maintain for the duration of the Agreement 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. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Contractor's Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (If project involves environmental hazards) with limits no less than **$1,000,000** per occurrence or claim, and **$2,000,000** policy aggregate.

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

Other Insurance Provisions:

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

A. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. 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, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

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B. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

C. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

D. **Builder's Risk (Course of Construction) Insurance:** Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the Entity as a loss payee** as their interest may appear.
If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

E. **Claims Made Policies –**
   a. If any coverage required is written on a claims-made coverage form:
   b. 1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
   c. 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
   d. 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
   e. 4. A copy of the claims reporting requirements must be submitted to the Entity for review.
   f. 5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

F. **Umbrella or Excess Policies –**
   a. 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. The 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.

G. **Acceptability of Insurers –**

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a. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

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H. **Waiver of Subrogation –**
   a. **Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
   b. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

I. **Verification of Coverage –**
   a. Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

J. **Subcontractors –**
   a. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

K. **Duration of Coverage –**
   a. CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

L. **Surety Bonds –** Contractor shall provide the following Surety Bonds:
   a. Bid Bond
   b. Performance Bond
   c. Payment Bond
   d. Maintenance Bond

   The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

M. **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.

N. **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

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be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of polices be different.

O. **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.

P. **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.

Q. **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.

12. **Non-Assignability.** This agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of COUNTY.

13. **General Compliance with Laws.** The CONTRACTOR shall exercise usual and customary care in its efforts to comply with applicable Federal, State and local laws, statutes, rules and regulations that are in effect as of the date of this agreement, or which may later be enacted. CONTRACTOR shall comply with all laws regarding payment of prevailing wages, including, without limitation, California Labor Code Section 1720, as such laws may be amended or modified. CONTRACTOR agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.

14. **Prevailing Wage Requirements.** The services described herein are for publicly funded projects, considered "public works" as defined by California Labor Code Section 1720 et seq. Any firm awarded a contract as the result of this RFQ shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services performed under any resulting contract.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of

Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

15. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings regarding this agreement shall be brought under the jurisdiction of the Superior Court of the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.

16. **Use of Sub-Contractors.** CONTRACTOR shall not use the services of any sub-contractor without the written approval by COUNTY prior to sub-contractor commencing any work on this project.

A. Nothing contained in this contract, any task order, or otherwise, shall create any contractual relation between THE COUNTY and any sub-contractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to THE COUNTY for the acts and omissions of its sub-contractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its sub-contractor (s) is an independent obligation from THE COUNTY obligation to make payments to the CONTRACTOR.

B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract or task order shall be subcontracted without written authorization by THE COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONTRACTOR shall pay its sub-contractor(s) within ten (10) calendar days from receipt of each payment made to CONTRACTOR by THE COUNTY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to sub-contractor(s).

E. Any substitution of sub-contractor (s) must be approved in writing by THE COUNTY's Contract Administrator prior to the start of work by the sub-contractor (s).

17. Termination.

A. A material breach, as defined pursuant to the terms of this Agreement 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 Agreement by giving five (5) calendar days written notice to Contractor.

C. Either Party may terminate this Agreement for any reason, or without cause, by giving thirty (30) calendar days written notice to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of

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

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

In the event this Agreement is terminated:

1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.

3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement 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 Agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

4) The maximum amount for which the COUNTY shall be liable if this agreement is terminated is the amount set forth in applicable documents(s) based on this Master Services Agreement.

18. **Covenant Against Contingent Fees.** The CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. Claims and Disputes

For purposes of this paragraph, "claim" shall be defined as set forth in Public Contracts Code Section 20104(b)(2). Claims shall be presented in writing and include the documents necessary to substantiate the claim. Claims must be filed with the designated County representative no later than thirty (30) days after the occurrence of the event giving rise thereto or denial of the change order, whichever occurs last. The form of said claims shall be the same as is required by Government Code Sections 910 and 910.2.

If the claim is under $50,000, County shall respond in writing to Contractor within 45 days of receipt of Contractor's claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contract Code Section 20104.2, upon mutual agreement of the County and Contractor. The County's written response to the claim, as further documented, shall be submitted to Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by Contractor in producing the additional information, whichever is greater.

Following the meet and confer conference, if the claim or any portion remains in dispute, Contractor may file a claim with the Board of Supervisors pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Pursuant to authority granted by Government Code Section 930.2, all claims filed with the Board of Supervisors pursuant to the Government Code shall be filed within 90 days of the denial of the original claim by the County representative. The running of the period of time within which a claim under the Government Code must be filed shall be tolled by any period of time utilized by the meet and confer conference. Any lawsuit which Contractor intends to bring with respect to any claim filed pursuant to the Government Code which claim has been denied by County must be commenced not later than six months after the recording of the notice of completion or not later than six months after the date final payment is deposited in the mail or personally delivered, whichever date comes first. If a civil action is filed, the mediation provisions set forth in Public Contract Code Section 20104.4 shall apply unless waived by mutual stipulation of County and Contractor or unless County elects to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.

For every claim that Contractor makes, it shall provide the following documentation upon request of County as a condition precedent to consideration of the claim: Contractor's bidding calculations forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, any other records used by Contractor in arriving at its bid price, and any other documents or records kept by Contractor during the course of construction. In the event that claims are made, Contractor agrees that County shall have the right to conduct a complete audit of the books and records of Contractor relating to this project and any books and records relating to overhead, profit or general office expenses charged to this project.
Public Contract Code Section 9204, as enacted by AB 626, establishes a claim resolution process required for public works projects. In the event of any conflict between the provisions of this Contract and Public Contract Code Section 9204, the provisions of Public Contract Code Section 9204 shall prevail.

20. **Remedies.** In the event of breach of any condition or provision hereof, the COUNTY shall have the right, by prior written notice to the CONTRACTOR, to terminate this Agreement and have the work thus canceled otherwise performed, without prejudice to any other rights or remedies of the COUNTY. The COUNTY shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to and accepted by the COUNTY there shall be an equitable adjustment of compensation, applicable to specific task order.

21. **Notices.** All notices, and approvals or demands of any kind required or desired to be given by the COUNTY and CONTRACTOR shall be in writing and shall be deemed served or given upon delivery if personally delivered or faxed, or, if mailed, forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the

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addresses shown below. COUNTY and CONTRACTOR may from time to time by written notice to the other designate another place for receipt of future notices.

COUNTY OF NEVADA:

Nevada County Facilities Maintenance
Attn: Project Manager
10014 N. Bloomfield Dr.
Nevada City, CA 95959

Phone: 530-XXX-XXXX
Email: pm@nevadacountyca.gov

CONTRACTOR:

Name of firm
Attn:

Phone:
Email:

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

IN WITNESS WHEREOF, the Parties have executed this Agreement to begin on the Effective Date.

COUNTY OF NEVADA:
By: _____ Date: _____
Printed Name/Title: Craig Griesbach, Purchasing Agent

Approved as to Form – County Counsel:
By: _____ Date: _____

CONTRACTOR: Click or tap here to enter text.

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: _____

ATTACHMENTS:

Exhibit A - Task Order (*Task Specific Scope of Services, Related Payment and other applicable forms)*
Exhibit B - Fee Schedule

*If Contractor is a corporation, Agreement must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Contractor is another type of business entity, such as a partnership or limited liability company, Agreement must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

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EXHIBIT A

TASK ORDER

Task Specific Scope of Services, Related Payment and other applicable forms

This page is left intentionality blank and will be negotiated on a case-by-case basis, based on this MSA and CONTRACTOR's proposal

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EXHIBIT B

FEE SCHEDULE

This page is left intentionality blank, and will be completed upon final award of this MSA, based on CONTRACTOR's proposed Fee Schedule.

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