



COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AICP
Agency Director

PLANNING

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, CD/RA Director

DATE: June 23, 2009

SUBJECT: Increase Blanket Purchase Order (BPO) #16069 with CTL Forest Management, Inc. by \$95,000.00 for the purpose of removing woody biomass from National Forest land.

ACTION REQUESTED

Approve increasing Blanket Purchase Order (BPO) #16069 with CTL Forest Management, Inc. by \$95,000.00, to a total amount of \$144,000.00, for the purpose of removing woody biomass from National Forest land and authorize the Purchasing Manager to sign the required documents.

BACKGROUND

Placer County awarded a BPO to CTL Forest Management, Inc. in July of 2008 for \$49,000.00 to support grant work as a demonstration of biomass removal services. Placer County has received additional grant funding for that purpose as well as funding from the US Forest Service (USFS) through a contract to remove biomass from national forests. This is consistent with the Board's desire to provide for biomass utilization and fire protection as stated in the BOS approved Strategic Plan by working projects with our partners, the US Forest Service. Currently the USFS can not economically remove the biomass piles, therefore the piles are burned each year. This program will allow for hundreds of piles within our forests to be removed and utilized for making green renewable electricity at nearby facilities. This promotes non-fossil fuel electricity, removes potential air and water pollution from our area and increases the fire protection of communities within the County.

The following funding has been secured by Placer County to support this BPO:

- 1) \$60,000 Clean Air grant from the Placer County Air Pollution Control District (PCAPCD) for 2008 to remove biomass in the Tahoe and the Lake Tahoe Basin Management Unit National Forests. (May 13, 2008 BOS Hearing)
- 2) \$35,000 Contract & budget authorization from the Lake Tahoe Basin Management Unit to remove biomass within the Tahoe Basin. (January 27, 2009 BOS Hearing)

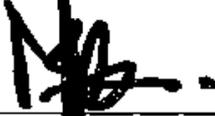
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CTL Forest Management, Inc. has proven to be a competent business and has performed the tasks with efficiency. Staff recommends that your Board approve increasing BPO #16069 by \$95,000.00 to implement the previous actions taken by the Board.

FISCAL IMPACT

There is no current or future impact to the General Fund as a result of this action.

Respectfully submitted,



MICHAEL J. JOHNSON, AICP
Agency Director

Attached to this report for the Board's information/consideration are:

ATTACHMENTS:

- Exhibit A: Blanket Purchase Order 16069, Amendment No. 1
- Exhibit B: Blanket Purchase Order 16069, Effective 07/01/08

cc: Jim Boggan, Purchasing Manager

ADMINISTERING AGENCY: Placer County Planning Department

CONTRACT NUMBER: BP016069

DESCRIPTION: Professional Services of CTL Forest Management, Inc. for
Demonstration of Biomass Removal Services

AMENDMENT NO. 1

THIS AGREEMENT, originally executed July 1, 2008 by and between the County of Placer ("County"), and CTL Forest Management, Inc. ("Contractor"), is hereby amended as follows:

- **Reference Section 2 -- Payment:**
The total amount of this contract is increased to **\$144,000.00** (an increase of \$95,000.00) to cover services for the extended period
- **Reference Exhibit A -- Scope of Services:**
In accordance with the instructions provided in Item 2.a., the Contractor shall use the form attached to this Addendum No. 1 to record its activities performed against this agreement.
- **Reference Exhibit B -- Payment for Services Rendered:**
Maximum Limit & Fee Schedule: Consultant's compensation shall be paid at the schedule shown on the Equipment Rates attached to this Addendum No. 1

Submit all invoices to new address:

Placer County Planning Department
Attn: Brett Storey, Sr. Management Analyst
3091 County Center Drive, Suite 140
Auburn, CA 95603
Phone: 530-745-3011

- This Agreement is extended to December 31, 2010.

With the exception of the above, all other provisions of this contract are unchanged.

COUNTY OF PLACER:

By: _____
Jim Boggan, Purchasing Manager

Date: _____

CONTRACTOR:

By: _____
Jeffrey R. Holland, President/Vice President

Date: _____

By: _____
Mary C. Holland, Secretary

Date: _____

ATTACHMENTS:

Exhibit 1: Template – Contractor Record of Activities Performed Against this Agreement

Exhibit 2: CTL Forest Management, Inc. Equipment Rates

Month _____ Year _____

Day	Grinder		Loader		Excavator		Chip Van			Biomass Fuel Delivered to Lincoln Green Tons	Project Name
	Operation Hours	Fuel Use Gallons	Trips Per Day								
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
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EXHIBIT 2**Equipment Rates
C.T.L. Forest Management, Inc.**

All equipment rates based on \$2.00/gal red fuel & \$2.47/gal clear fuel

1995 Mobark 30/36 Mountain Goat Chipper 7.2psi	\$245.00/hr
2003 Rotochopper Horizontal Grinder	\$225.00/hr
1995 950C Cat Loader w/ Tipping Bucket	\$115.00/hr
1989 621B Case Loader w/ Bucket & Log Forks	\$95.00/hr
2006 John Deere Excavator w/ Bucket & Grapples 4.8psi	\$185.00/hr
2008 Kobelco Excavator w/ Bucket & Grapples 4.6psi	\$195.00/hr
2007 Freightliner Lube & Fuel Truck	\$90.00/hr
2005 F550 Service Truck	\$85.00/hr
2008 425Valmet Track Harvester 7000 Extreme 5.3psi	\$265.00/hr
2007 445 Valemet Fellerbuncher/ Masticator 5.5psi	\$235.00/hr
1992 528 Cat Skidder w/ Grapple	\$115.00/hr
1989 John Deere Dozer w/Grapple	\$115.00/hr
2004 Mustang 2109 Skid Steer w/Masticator Head/Sweeper 4.7psi	\$90.00/hr
2001 ASV/Masticator 3.8psi	\$125.00/hr
1994 Rottno Harvester	\$185.00/hr
1994 Rottno Forwarder	\$160.00/hr
1989 Cat 140 G/Grader	\$135.00/hr
1982 Freightliner 4000 gallon Water Truck	\$80.00/hr
1997 T-300 Kenworth 2000 gallon Water/Fire Truck	\$90.00/hr
1997 Rottno Rubber-Tire Loader	\$115.00/hr
Fire Trailer	\$200.00/day
Supervisors	\$55.00/hr
Equipment Operators	\$47.50/hr
Labor	\$43.50/hr
Sawyers	\$53.00/hr
Safety/Fire Patrolmen	\$34.25/hr
Wood Product Hauling	\$87.50/hr
Equipment Transport	\$110.00/hr

County of Placer
BLANKET PURCHASE ORDER

BP016069
Page 1 of 1



Department of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone (530) 889-7776

Please reference the above
number on all invoices and
correspondence related to this
order

Blanket Purchase Order
9 - 2009 - BP016069

Date Issued: 8/11/08

Vendor: 31454 - 001 CTL FOREST MANAGEMENT INC 6366 ZAMORA DR PLACERVILLE, CA 95667-	Send Invoices to: CEO - Fiscal Unit 175 Fulweiler Avenue Auburn, CA 95603 Phone: (530) 886-4624
Direct all questions regarding this agreement to: Buyer: Jim Boggan Phone: (530) 889-4258 FOB Point: Not applicable Payment Terms: Net 30 Days	Effective Date: 7/1/08 Expiration Date: 6/30/09 Total Purchases shall not exceed: \$ 49,000.00

This blanket purchase order shall be governed by the attached terms and conditions.

Description:

Commodity Code: 990-42

PROFESSIONAL SERVICES OF FOREST MANAGEMENT INC. FOR DEMONSTRATION OF BIOMASS REMOVAL SERVICES in accordance with attached Contract No BP016069.

County Contact: Brett Storey, 530-886-5334

Billing Address: Placer County OES, Brett Storey, 2968 Richardson Dr., Auburn CA 95603

Departments authorized to use this agreement:

Emergency Services

Special Instructions:

<Requisition No 9-2008-RQ048204>
<Original BPO contract >

Jim Boggan, Purchasing Manager

By: _____

RECEIVED

AUG 14 2008

EMERGENCY SERVICES

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EXHIBIT B

Administering Agency: Placer County Executive Office

Contract No. BPO16069

Contract Description: PROFESSIONAL SERVICES OF FOREST MANAGEMENT INC. FOR DEMONSTRATION OF BIOMASS REMOVAL SERVICES

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of July 1, 2008, by and between the County of Placer, ("County"), and Forest Management Inc. ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Consultant uses for billing clients similar to County. The amount of the contract shall not exceed Forty Nine Thousand Dollars (\$49,000).
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Unless otherwise specified in Exhibit C, Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain 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. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent

performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Hold Harmless And Indemnification Agreement.** At all times during the performance of this agreement, Contractor agrees to protect, defend, and indemnify County in accordance with the provisions contained in Exhibit D.
10. **Insurance.** Contractor shall file with County concurrently herewith a Certificate of Insurance, in companies acceptable to County, with a Best's Rating of no less than A: VII, for the coverage shown in Exhibit D. All costs of complying with these insurance requirements shall be included in Contractor's fee(s). These costs shall not be considered a "reimbursable" expense under any circumstances.
11. **Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
12. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
13. **Personnel.**
 - A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
14. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Termination.**
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, photographing, and every other means of recording

upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
- 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 Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

16. **Non-Discrimination**. Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Records**. Contractor shall maintain, at all times, complete detailed records with regard to work 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 work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. **Ownership of Information**. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
18. **Waiver**. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
19. **Conflict of Interest**. Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
20. **Entirety of Agreement**. This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

21. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
22. **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 on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
23. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Executive Office
Attn: Brett Storey
2968 Richardson Dr.
Auburn, CA 95603

Phone: (530) 886-5334
Fax: (530) 886-5343

CONSULTANT:

Forest Management Inc.
Attn: Jeff Holland
6366 Zamora Dr.
Placerville, CA 95667

Phone: (530) 626-0995
Fax: (530) 626-0414

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

Executed as of the day first above stated:

COUNTY OF PLACER

By: Jim Boggan, County Purchasing Manager

Printed Name/Title: Jim Boggan

Approved As to Form -- County Counsel:

By: [Signature]

CONSULTANT - Forest Management Inc.*

By: [Signature]

Name: JEFFREY R. HOLLAND

Title: President/Vice President

By: [Signature]

Name: Mary C. Holland

Title: Secretary

**If Consultant is a corporation, this agreement must be signed by two corporate officers, one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer or other officers to bind the corporation.*

Exhibits

- A. Scope of Work
- B. Payment for Services Rendered
- C. Facilities, Equipment and Other Obligations of County
- D. Hold Harmless Agreement and Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES
COUNTY OF PLACER
AND
FOREST MANAGEMENT INC. FOR
DEMONSTRATION OF BIOMASS REMOVAL SERVICES

As directed by the County Executive Officer, or his designee, perform the following tasks and duties, July 1, 2008, as identified below.

Contractor agrees to do the following:

1. Biomass Collection and Delivery: (These are paid services)
 - a. Participate in the Regional Biomass Removal Program with Placer County and its team (USFS, NTFPD, NTPUD, NSPUD and others) by performing various services of removal of the woody biomass that is collected in several regional Tahoe areas including the following activities:
 - i. Grind woody biomass materials located in the regional drop areas in the Tahoe Region
 - ii. Load ground material into chip vans and bring material to market
 - iii. Deduct price for materials (after costs) from energy facility from invoice
 - iv. Work within our regional partners operational conditions at each location
 - v. Work with Placer County to obtain all required permits requested by the County and Tahoe area agencies
2. Technical Assistance: (These are in-kind services)
 - a. Keep records for all activities as per the attached form so that Placer County can analyze the logistical costs of future implementation of this type of program.
 - b. Provide biomass removal and logistical expertise to the Placer County Biomass Program for assistance with our future analysis of biomass operations within the Tahoe area.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

Maximum Limit & Fee Schedule

Consultant's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Consultant, including any expert or professional assistance retained by Consultant to complete the work performed under this contract shall be borne by the Consultant.

Total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Consultant will be subject to final acceptance by the County project manager(s).

Separate invoices for projects will need to be maintained for County-based operations and USFS-based operations to clarify tracking and payment to contractor.

Submit all invoices to: Placer County Executive Office
Attn: Brett Storey, Senior Management Analyst
2968 Richardson Dr.
Auburn, CA 95603

Payment Schedule

Payments shall be made to Consultant within thirty (30) days after the billing is received and approved by County and as outlined below:

Monthly payments shall be made to CONTRACTOR within ten (10) days of the last day of each month for services set forth in Exhibit A. Payment shall be made each month as documented, as payment in full for all services set forth in Exhibit A, which includes payment in full for any reasonable out-of-pocket costs and expenses. CONTRACTOR shall invoice COUNTY for services set forth in Exhibit A on a monthly basis (if work has been authorized and performed), by the 15th of each month.

EXHIBIT C

**FACILITIES, EQUIPMENT, AND OTHER
MATERIALS AND OBLIGATIONS OF COUNTY**

Facilities to be provided or made available by County and its partners:

Placer County will have several locations for these services to be accomplished in. Some will be County or partner owned and each location will be provided to you as each project gets implemented.

EXHIBIT D

HOLD HARMLESS AGREEMENT AND INSURANCE REQUIREMENTS

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment. As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

INSURANCE:

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease. If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:
Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."
CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

GENERAL LIABILITY INSURANCE:

Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and

- (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

A. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

B. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- (1) One million dollars (\$1,000,000) each occurrence
- (2) One million dollars (\$1,000,000) aggregate

C. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - b. One million dollars (\$1,000,000) for Products Completed Operations
 - c. One million dollars (\$1,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

D. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - b. One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - c. One million dollars (\$1,000,000) General Aggregate
- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language (use most current version of "Additional Insured - Owners, Lessees, or Contractors, ISO Form No. CG 20 09 11 85 or CG 20 10 11 85):

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.