

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

HDR Construction Control Corporation

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Provide on-call Construction Management Services**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$200,000
(§3) **Contract Beginning Date:** 6/1/2019 **Contract Termination Date:** 12/31/2020
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u> x </u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u> x </u>
	(\$1,000,000) Business Rated	<u> x </u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u> x </u>
(§8)	Worker's Compensation	<u> </u>	<u> x </u>
(§9)	Errors and Omissions (\$1,000,000)	<u> x </u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:
California Professional Engineer's License _____

NOTICE & IDENTIFICATION

(§26) **Contractor:** **HDR Construction Control Corp**
2365 Iron Point Road suite 300
Folsom, Ca 95630

County of Nevada:
Department of Public Works
950 Maidu Avenue
Nevada City, California 95959

Contact Person: Greg Zeiss (916) 367-8059 e-mail: Greg.Zeiss@hdrinc.com

Contact Person: Patrick Perkins (530) 265-1712 e-mail: Patrick.perkins@co.nevada.ca.us

Contractor is a: (check all that apply)
Corporation: x Calif., Other, LLC, Non-profit
Partnership: Calif., Other, LLP, Limited
Person: Individ., Dba, Ass'n, Other

EDD: Independent Contractor Worksheet Required: x Yes No
HIPAA: Schedule of Required Provisions (Exhibit D): Yes x No

ATTACHMENTS

Designate all required attachments:	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u> x </u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u> x </u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> x </u>	<u> </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u> x </u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies

with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

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

- (i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage

determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

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

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof 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**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

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

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

CONTRACTOR:

COUNTY OF NEVADA:

Name:

Title:

Dated:

Honorable Richard Anderson

Chair, Board of Supervisors

Dated:

Attest:

Julie Patterson Hunter

Clerk of the Board

EXHIBIT "A"

SCHEDULE OF SERVICES

1. Preconstruction Phase Approach

- a. Constructability Review - Prior to one of the construction contracts going out to bid, our team will perform a thorough constructability review of the project and special provisions. Included in this will be the field review and walk-through to verify field conditions and match them against the plans and specifications. We will also perform a review of the quantities shown in the engineer's estimate and compare them to quantities shown in the plans. HDR team members have extensive experience reviewing complex plans and specifications and will tailor the review to the specific aspects found on the project. They will produce final marked-up plans and special provisions, as well as a listing of all comments.
- b. Advertising and Evaluation of Contractors' Bids - HDR can assist in evaluating contractors' bids to make sure that they are fair and balanced. HDR will check that the contractor does not have "early profit" by having unbalanced bid work items that take place at the beginning of the project. In addition to reviewing and evaluating Contractor bids, we are able to assist Nevada County's entire bid process. We will review and provide comments and recommendations to Nevada County regarding bidder inquiries, addenda during bid period, and bids received. We will review contractor licenses, specialty DBE percentages, and assist in all efforts toward the award of the contract.

2. Construction Phase Approach

- a. Project Coordination - The Resident Engineer will serve as the focal point for coordination among the County, the Contractor, the permit agencies, the utility companies, the public, and the HDR team. The Resident Engineer will have weekly meetings with the Contractor and County that will include the parties who have a relevant interest in the work. Close communication will be maintained with the County Project Manager. The Resident Engineer's proactive project responsibilities include, but are not limited to:
 - i. Preparation of construction management reports
 - ii. Clarifications and interpretations of contract documents
 - iii. Review and responses to submittals/shop drawings
 - iv. Design modifications/revisions as required
 - v. Schedule management
 - vi. Testing and documentation
 - vii. Inspection and documentation
 - viii. Correction of defective work
 - ix. Preparation of record drawings
 - x. Utility and Caltrans coordination
- b. Document Control - HDR will be responsible for the coordination and filing of the required contract documents. All documents will be filed in accordance with the Caltrans Local Assistance Procedures Manual for conformance with federal contract administration requirements. The County will be copied on all correspondence. Typical documents copied to the County during the contract will include:
 - i. Resident Engineer diaries
 - ii. Contractor/Resident Engineer correspondences
 - iii. Progress pay recommendations
 - iv. Requests for information
 - v. Change order/ claim recommendations
 - vi. Traffic control and safety issues
 - vii. Public relation issues
 - viii. Weekly statement of working days
- c. Submittal Management - The contract documents specify submittals to be provided by the Contractor, which are subject to review by the Resident Engineer. When the Resident Engineer receives submittals from the Contractor, the submittals will be stamped and logged in by the date of receipt. The submittals will then be promptly reviewed and distributed to the designer, the County, and the HDR construction management team as

required for approval/ review. Typical submittals reviewed include material submittals, shop plans, traffic control plans, working drawings, and CPM schedules.

- d. Request for Information (RFI) - HDR will manage Contractor-requested RFIs during construction. RFIs will be addressed by HDR construction management team, the designer, the County, or others as needed. The Resident Engineer will log and track the RFIs to assure timely response, conduct meetings with the Contractor and/or others as needed for RFI resolution, and prepare responses to the Contractor.
- e. Traffic Control - Traffic control plans will be prepared by the Contractor, reviewed by the Resident Engineer, and submitted to the County for final approval. In his review, the Resident Engineer will confirm that the plans conform to Nevada County Standards and the CA Manual of Uniform Traffic Control Devices. Emphasis will be placed on public safety, traffic flow, residents' access, and public convenience.
- f. Video Tape and Digital Photography - HDR will document the Contractor's progress through videotaping and digital photography with date and time of the recording included in the imagery. HDR will document all non-compliance issues as well as any other site condition requested by the County.
- g. Utility Coordination - While it is the Contractor's responsibility to coordinate with utilities, the Resident Engineer will take a proactive approach in verifying that the Contractor is scheduling, coordinating, installing, and relocating utilities during the construction contract. A utility coordination meeting will be held prior to beginning work to establish relationships, protocol for coordinating the utility work, and confirming the utility company schedules. Extremely important here is that the Contractor contacts Underground Service Alert (USA) 48- hours before each excavation begins.
- h. Weekly Progress Meetings - HDR will hold weekly progress meetings with the County, the Contractor, and other agencies, as required, to identify work completed, to plan and coordinate activities for the coming weeks, to discuss project issues and potential problems, and to facilitate solutions to construction issues. HDR will provide meeting agenda, record and transcribe the minutes of the meetings, assign action items, and distribute/review previous meeting minutes to relevant parties in order to put closure to completed items.
- i. Schedule Management/CPM - The Resident Engineer will review both the construction base schedule and schedule updates to confirm adherence to the Project Specifications and progress of work. Submitted schedules will be noted as acceptable or unapproved (for Contractor resubmittal) with specifics for the rejection (if any). Change order, Contractor delay, and weather impacts will be analyzed to determine schedule impact. Two-week look-ahead schedules will be requested from the Contractor by the Resident Engineer. In addition, Weekly Statement of Working Days will be developed by the Resident Engineer and submitted to the Contractor. Weekly progress meeting minutes will be recorded.
- j. Project Payments - The Resident Engineer will review the project pay estimate submitted by the Contractor. Each contract pay item will be verified with our field measurement and confirmed by the Inspector Diaries. Quantity justifications for each item of work will be filed independently in the project files. Estimate verification will include any increase/ decrease in cost as a result of approved contract change orders. Once the Resident Engineer has found the payment acceptable, he will submit it to the County for payment.
- k. Contract Change Orders (CCO) - CCOs will be issued to the Contractor on behalf of Nevada County. Our Resident Engineer will evaluate, negotiate, and prepare all contract change orders as directed by the County. In reviewing potential change orders, our Resident Engineer will:
 - i. Keep County informed on status of all CCOs
 - ii. Maintain a log of proposed CCOs, indicating actions dates and status
 - iii. Identify source of potential CCO (owner-directed, unforeseen site conditions, etc.)
 - iv. Determine if the condition is actually a changed condition and document if valid
 - v. Coordinate with County and the County's design team regarding impacts to the design
 - vi. Independently evaluate cost and schedule impacts of CCO, and document findings

- vii. Determine if extra working days are warranted due to schedule critical path impacts
- viii. Evaluate Contractor's CCO cost estimate and schedule impacts and negotiate as necessary
 - ix. Prepare CCO documentation for County and Contractor signatures
 - x. Prepare and incorporate the CCO into the progress payment breakdown
 - xi. Continually inspect and document work time and materials
 - xii. Verify that accurate inspector daily diaries of labor, equipment, and materials agree with the Contractor
 - xiii. Perform force account calculations based on Section 9-1.03 of the Caltrans Standard Specifications
 - xiv. Review daily extra work reports promptly
- I. Claims Avoidance and Resolution - Should the contractor submit a Notice of Potential Claim (NOPC), our Resident Engineer will evaluate, log, and prepare documents and supporting evidence of each claim and make recommendations to the County on how to best respond to the Contractor's NOPC. In general, it is always best to attempt to resolve contractor issues, including claims, at the lowest level possible. We will be available to provide additional support if further actions are required after the contract is complete.
- m. Inspection and Resident Engineer Daily Diaries - Our Resident Engineer will prepare a daily resident engineer diary of project events and conversations. HDR will also provide construction inspection to confirm that the contract work complies with the project plans, specifications, and other applicable documents. Our inspectors will develop daily inspection diaries for documentation of the project for extra work billings, contract disputes, differing site conditions, and "as-built" record. Primary inspection services will likely include the following:
 - i. Provide day-to-day written inspection reports on all work performed by the Contractor
 - ii. Document work performed, manpower, and extra work through daily diaries
 - iii. Schedule Quality Assurance material testing with Holdrege & Kull and coordinate corrective measures as required for failing materials
 - iv. Identify any potential flaws in the constructed product and provide feedback on proposed remedial action from the Contractor
 - v. Perform quantity calculations based on completed work for progress payments
 - vi. Take progress photos of the work and field conditions
 - vii. Prepare punch list and update as-built records as the work progresses
 - viii. Record weather, work activities, problems encountered, solutions agreed upon
 - ix. Monitor traffic detours/lane closures and verify that they are opened in a timely manner
- n. Safety - HDR understands that safety is an extremely important subject and has an established Safety Program for our personnel. Additionally, the Contractor will be required under the contract specifications to comply with "Construction Safety Orders" of the California Division of Industrial Safety.
- o. Certified Payrolls/DBE Verification/ Subcontracting - With assistance from our subconsultant DCM, HDR will review and coordinate all Contractor and subcontractor certified payroll manpower utilization reports and compare them against the Inspector's Daily Diaries. This includes confirming Labor Compliance Program in accordance with AB 1506 and the Davis-Bacon Act. The Resident Engineer will verify that the Contractor has conformed to the contract Disadvantaged Business Enterprise requirements (Local Assistance Form CPCEM-2403 [FI]). To verify that the prime Contractor is performing his required share of the work, Local Assistance Form DC-CEM- 1201 will be used. The inspector will perform Contractor and subcontractor employee interviews following State and Federal guidelines twice a month. HDR will also verify that the Contractor posts all specified posters, notices, and wage determinations at the job site.
- p. Storm Water Pollution Prevention - HDR will take a proactive role in confirming the SWPPP is managed in accordance with the Regional Water Quality Control Board (RWQCB) General Permit. Responsibilities generally include:

- i. Uploading the required SWPPP documents into the Storm Water Multi Application Reporting and Tracking System (SMARTS)
 - ii. Submitting the Notice of Intent and the Notice of Termination
 - iii. Reviewing the Contractor's SWPPP Plan for contract compliance and accept/reject
 - iv. Placing appropriate BMPs onsite and addressed the BMPs and pollution risk in the SWPPP Plan
 - v. Managing storm water run-off and run-on controls
 - vi. Developing a Rain Event Action Plan (REAP) developed 48-hours prior to a rain event probability of 50% or greater
 - vii. Confirm that Adherence Numeric Action Level are enforced
 - viii. Inspecting and documenting a minimum of every week, immediately before a rain event, every 24 hours during a rain event, and immediately after a rain event
 - ix. View "discharge" location within 24 hours of each Rain Event, report illicit discharges, if any
 - x. Inspect and oversee Contractor required repairs and adjustments to project BMPs
- q. Material Control - HDR will use the Caltrans Construction Manual for materials testing frequencies incorporated in the work. Materials will either be tested in the field or will come in the form of manufactured materials. Materials will be accepted for use in the work as follows:
- i. FIELD MATERIAL TESTING - For recording of tests, results will be logged. Failed tests that require additional work or replacement will be documented in the log and filed, as will retests. Only work with passing materials tests shall be accepted. Materials testing services that are typically be performed by our subconsultant include:
 1. Portland Cement Concrete: Compression, Sieve, and SE
 2. Asphalt Concrete: Sieve, SE, Density and AC Content
 3. Aggregate Base: Compaction
 4. Native Material Subgrade: Compaction
 5. Embankment/Structural Backfill: Compaction, Material Conformance
 - ii. MANUFACTURED MATERIALS - Manufactured materials will be accepted on confirmation by the Resident Engineer of the materials' - conformance to the Project Plans and Specifications based on the manufacturer's data sheet, Certificate of Compliance, and visual verification.
3. **Post-Construction** - The post-construction services include project closeout after issuance of substantial completion for the construction Contractor. This task will consolidate punch lists of remaining work, compile record drawing information, and provide one copy of marked-up red-lines of the project drawings to the design consultant.
- a. Punch List/Final Inspection/Final Payment/ Project Close Up - In accordance with "Final Inspection" of the contract specifications, after the Contractor has completed all deficient items noted on the final punch list and final clean-up prior to Contractor de-mobilization our Resident Engineer will coordinate all closeout procedures. This includes a final walk-through of the project with the County and other personnel or agencies who have a vested interest in the completed facilities. HDR will advise the County of key milestones such as substantial completion and liquidated damage issues, coordinate closeout procedures, and monitor the Contractor's progress to finalize all project records, complete and correct as-builts, and other documentations required by the contract documents. Ultimately, HDR will prepare and advise the County on final payment and contract documentation.
 - b. Claims Management - Our Resident Engineer will be responsible to evaluate, log, and prepare documents and supporting evidence and recommend resolution to County. Each claim and supporting documents will be assembled into a report and submitted to the County for their review and use. We will be available to provide additional support if further actions are required after the contract is complete. Claims resolution work, if any, is typically handled in the post-construction service, and will be performed by HDR as an extra work item due to the indeterminate amount of time and effort required.

- c. As-Built Record Drawings - HDR will obtain the Contractor's redline record (as-built) drawings, Operations and Maintenance Manuals, if any, required documents, lien releases, and written warranties. HDR will review and make recommendation to the County regarding final acceptance. On acceptance of the final inspection, our Resident Engineer and Inspector will perform a final review of the record drawings. Once the final review is complete, drawings will be submitted to the County.
- d. Project Records - The original set of all the project construction administration files, including photographs, as mandated by the LAPM and the Construction Manual are to be submitted to the County.

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

1. **Charges and Payments:** - The Contractor will be reimbursed for hours worked at the hourly rates specified below. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract. In addition, the Contractor will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order. Specific projects will be assigned to the Contractor through issuance of Task Orders.

After a project to be performed under this contract is identified by the County, the County will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a County Project Coordinator. The draft Task Order will be delivered to the Contractor for review. The Contractor shall return the draft Task Order within ten (10) calendar days along with a Cost Proposal, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the County and the Contractor. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the exhibit.

Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. When milestone cost estimates are included in the approved Cost Proposal, the Contractor shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

The Contractor shall not commence performance of work or services until this contract has been approved by the County, and notification to proceed has been issued by the County's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract. A Task Order is of no force or effect until returned to the County and signed by an authorized representative of the County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the County.

The Contractor will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the County's Contract Administrator of itemized invoices in triplicate and within thirty (30) days upon receipt of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the Contractor is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due the County that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by the Contractor prior to the expiration or termination of this contract. Invoices shall be mailed to the County per §26 of the Contract.

The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract. The total amount payable by the County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment. If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

The total amount payable by the County for all Task Orders resulting from this contract shall not

exceed the Maximum Contract Price identified in Section 1 of the agreement or as amended. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders. All subcontracts in excess of \$25,000 shall contain the above provisions.

2. **Rates:** Used rates shall comply with and are subject to approval of the Caltrans Independent Office

of Investigations and approved Indirect Cost Rates (ICR). Rates are as follows:



HOURLY BILLING RATES

HDR Construction Control Corporation

For employee classifications subject to Prevailing Wage rates, compensation shall be based on the current General Prevailing Wage Schedule set forth by the California Department of Industrial Relations.

Staff	Classification	2019 Hourly Range Rates
CIN20	Inspector	\$150.00 - \$181.00
ECO20	Resident Engineer	\$161.00 - \$258.00
ADM02	Office Engineer	\$98.00 - \$110.00
PJM01	Project Controller	\$94.00 - \$106.00
ADM01	Office Admin	\$70.00 - \$76.00

Rates above are effective January 1, 2019 through December 31, 2019. Rates are subject to at 4% merit pay increase January 1st of each year.

In-house expenses incurred by Consultant under this Agreement shall be compensated as listed below:

Expense	Rate
Copies	Actual Cost
Miscellaneous Other Expenses	Actual Cost
Office Space	Actual Cost
Trucks	\$8.00/hr

HOURLY BILLING RATES

MGE Engineering, Inc.

Effective 1/1/19 – 12/31/19

Classification	Rate
Principal Engineer	\$270
Project Manager/Project Engineer	\$250
Supervising Engineer	\$230
Senior Engineer	\$195
Resident Engineer/Structures Rep.	\$175
Associate Engineer	\$165
Construction Inspector	\$165
Assistant Engineer	\$150
CADD Technician III	\$150
CADD Technician II	\$125
CADD Technician I	\$110
Admin Assistant	\$100

Direct Costs:

Auto Mileage Federal Rate (est. \$0.545/mile)

Note: Above rates are subject to up to 5% escalation per year over the next 5 years



2018 FEE SCHEDULE

PERSONNEL	HOURLY RATE
Project Assistant.....	\$80
AutoCAD Operator	\$105
Technical Editor	\$82
Assistant Engineer/Geologist	\$120
Staff Scientist	\$135
Staff Engineer/Geologist.....	\$135
Project Engineer/Geologist.....	\$150
Senior Engineer/Geologist.....	\$165
Associate Engineer/Geologist.....	\$175
Principal	\$235
Expert Testimony and Deposition (four-hour minimum)	\$330
Engineering Technician I	\$89
Engineering Technician II.....	\$94
Engineering Technician III.....	\$100
Certified Welding Inspector (CWI/AWS)	\$111
Non-Destructive Testing (NDT) Technician	\$111
ASNT Level III	\$162
Supervisory Technician	\$120
Construction Services Manager I.....	\$147
Construction Services Manager II.....	\$162

PREVAILING WAGE SERVICES	HOURLY RATE
Field Soils and Materials Tester, Soils/Asphalt.....	\$114
ACI Concrete Tester	\$114
ICC Fireproofing.....	\$112
Proofload/Torque Testing.....	\$112
AWS/CWI Certified Welding Inspector.....	\$119
ASNT Level II Non-Destructive Testing (NDT).....	\$125
ICC Certified Structural Inspector	\$117
DSA Masonry/Shotcrete and Lead Inspector	\$125
Travel Time - Tester/Inspector	\$89

FIELD EQUIPMENT	UNIT RATE
All-Terrain Vehicle.....	\$45/Day
Cone Penetrometer	\$90 Half Day/\$155 Full Day
Core Drill Machine.....	\$150 Half Day/\$250 Full Day
DAQ III/Seismic Refraction Survey	\$355/Day
Excavator with Operator	\$130/Hour
Pachometer	\$42/Day
Schmidt Hammer	\$25/day
pH/Conductivity Meter	\$52/Day
Photoionization Detector (PID)	\$108/Day
Tension Ram	\$32/Day
Turbidity Meter	\$52/Day
Water Quality Meter (pH, conductivity, temperature, DO).....	\$106/Day
1.5-Inch Pump and Controllers.....	\$139/Day
4-Inch Pump with Trailer	\$165/Day

Notes

- Mileage and hourly rates will be charged portal to portal. Mileage will be billed at \$0.65 per mile.
- Outside services will be billed at our cost plus 20 percent.
- Overtime rates for Saturday, Sunday, holiday, or over 8 hours/day: hourly rate plus \$32/Hour.
- Prevailing wage overtime rates for Saturday or over 8 hours/day: hourly rate plus \$32/Hour.
- Prevailing wage double time rates for Sunday, holiday, or over 12 hours/day: hourly rate plus \$64/Hour.
- Prevailing wage second shift rates: hourly rate plus \$16/Hour.
- A minimum 2-hour fee will be charged for scheduled site visits not cancelled in advance of arrival.
- Per Diem will be billed at cost plus 20 percent unless other arrangements are made.
- An expedited Services Fee of \$50 will be charged for next day services requested after the close of business or services requested within the same business day.



2018 LABORATORY TESTING SERVICES

Soil	Aggregate	Concrete	Asphalt	ASTM TEST METHODS	UNIT COST
				■ ASTM A615, Reinforcing Steel Tensile Test to #8	\$89
				■ ASTM A615, Reinforcing Steel Bend Test to #8	\$29
				■ ASTM C39, Concrete Compressive Strength, 4x8	\$32
				■ ASTM C39, Concrete Compressive Strength, 6x12	\$40
				■ ASTM C78, Flexural Strength of Concrete	\$105
				■ ASTM C140, CMU Strength, Unit Weight, Absorption	\$199
				■ ASTM C780, Compressive Strength Mortar	\$30
				■ ASTM C1019, Compressive Strength Grout	\$30
				■ ASTM C1314, Compressive Strength Masonry Prisms	\$113
				■ ■ ■ ASTM C136, D422A Full Sieve Particle Size Analysis	\$135
				■ ■ ■ ASTM D422B, Long Hydrometer Particle Size Analysis (specific gravity not included)	\$135
				■ ■ ■ ASTM D422C, Full Sieve w/ Long Hydrometer Particle Size Analysis (spec. gravity not incl.)	\$178
				■ ■ ■ ASTM D698, D1557, Compaction Curves (4-inch mold)	\$210
				■ ■ ■ ASTM D698, D1557, Compaction Curves (6-inch mold)	\$220
				■ ■ ■ ASTM D854, Specific Gravity	\$92
				■ ■ ■ ASTM C117, D1140, No. 200 Mesh Wash Particle Size Analysis	\$89
				■ ■ ■ ASTM D2166, Unconfined Compression Shear Strength	\$113
				■ ■ ■ ASTM D2216, Oven Moisture Content	\$30
				■ ■ ■ ASTM D2419, Sand Equivalent	\$110
				■ ■ ■ ASTM D2434, Constant Head Permeability	\$178
				■ ■ ■ ASTM D2435, One-Dimensional Consolidation	\$260
				■ ■ ■ ASTM D2844, Resistance Value	\$275
				■ ■ ■ ASTM D2850, Unconsolidated, Undrained, Triaxial Shear Strength (per point)	\$150
				■ ■ ■ ASTM D2937, Density-Moisture	\$36
				■ ■ ■ ASTM D3080, Direct Shear Strength (3 points minimum)	\$309
				■ ■ ■ ASTM D4318, Atterberg Indices (Dry Method)	\$155
				■ ■ ■ ASTM D4546, One-Dimensional Settlement or Swell	\$540
				■ ■ ■ ASTM D4767, Consolidated, Undrained, Triaxial Shear Strength (per point)	\$179
				■ ■ ■ ASTM D4829, Expansion Index (UBC Expansion Index)	\$155
				■ ■ ■ ASTM D4832, Strength of CLSM	\$45
				■ ■ ■ ASTM D5084, Falling Head Permeability	\$254
				CALIFORNIA TEST METHODS	UNIT COST
				■ ■ ■ ■ CTM 202, Analysis of Fine Coarse Aggregate	\$134
				■ ■ ■ ■ CTM 205, Percent of Crushed Particles	\$89
				■ ■ ■ ■ CTM 206, Specific Gravity/Absorption Coarse Aggregate	\$110
				■ ■ ■ ■ CTM 207, Specific Gravity/Absorption Fine Aggregate	\$110
				■ ■ ■ ■ CTM 208, Apparent Specific Gravity of Fine Aggregate	\$100
				■ ■ ■ ■ CTM 216, Maximum Wet Density Determination	\$220
				■ ■ ■ ■ CTM 217, Sand Equivalent	\$110
				■ ■ ■ ■ CTM 226, Moisture Content by Oven	\$30
				■ ■ ■ ■ CTM 227, Evaluating Cleanness of Coarse Aggregate	\$105
				■ ■ ■ ■ CTM 229, Durability Index	\$155
				■ ■ ■ ■ CTM 234, Uncompacted Void Content of Fine Aggregate	\$110
				■ ■ ■ ■ CTM 235, Percent of Flat and Elongated Particles	\$89
				■ ■ ■ ■ CTM 308, Bulk Density Hot Mix Asphalt (HMA)	\$39
				■ ■ ■ ■ CTM 309, Max Specific Gravity of HMA	\$165
				■ ■ ■ ■ CTM 370, Moisture Content with Microwave	\$25
				■ ■ ■ ■ CTM 382, Asphalt Content by Ignition Method	\$162
				■ ■ ■ ■ CTM 382, Asphalt Content by Ignition Method Correction Factor Development	\$499
				■ ■ ■ ■ Caltrans LP 2, 3, 4 Aggregate Asphalt and Dust Proportion	\$165

This is a partial list of the most common laboratory tests. ASTM/CTM Standards are used as guidelines.

EXHIBIT "C"

SCHEDULE OF CHANGES

Amendments and additions to the Contract are hereby set-forth as follows:

3. **Contract Term:** The following paragraphs are added to Paragraph 3 of the contract:
CONTRACTOR is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

The contract term for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

13. **Assignment and Subcontracting:** The following paragraphs are added to Paragraph 13 of the contract:

Nothing contained in this contract or otherwise, shall create any contractual relation between the County and any subconsultant(s), and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the County for the acts and omissions of its subconsultant(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 the Contractor. The Contractor's obligation to pay its subconsultant(s) is an independent obligation from the County's obligation to make payments to the Contractor.

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

The Contractor shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to the Contractor by the County.

Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

Any substitution of subconsultant(s) must be approved in writing by the County's Contract Administrator prior to the start of work by the subconsultant(s).

17. **Nondiscriminatory Employment:** The following paragraphs are added to Paragraph 17 of the contract:

The Contractor's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

- A. During the performance of this Contract, Contractor and its subconsultants shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- B. Contractor and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by County to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- C. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.
- D. Contractor and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- E. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
- F. The Contractor, with regard to the work performed under this Contract, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- G. The Contractor shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

20. Termination: The following paragraphs are added to Paragraph 20 of the contract:

County may temporarily suspend this contract, at no additional cost to County, provided that Contractor is given written notice of temporary suspension. If County gives notice of temporary suspension, Contractor shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided.

21. Books of Record and Audit Provision: Paragraph 21 of the contract is hereby amended to read:

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Contractor, subconsultants, and the County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, the County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of the Contractor and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the County's Chief Financial Officer.

Not later than 30 days after issuance of the final audit report, the Contractor may request a review by the County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

Neither the pendency of a dispute nor its consideration by the County will excuse the Contractor from full and timely performance, in accordance with the terms of this contract.

Contractor and subContractor Contracts, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Contractor's responsibility to ensure federal, County, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Contract, cost proposal, and ICR shall be adjusted by Contractor and approved by County Contract Administrator to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by County at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the federal, County or local governments have access to CPA work papers, will be considered a breach of Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

Contractor's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Contractor and approved by the County Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Contractor to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

1. During Caltrans A&I's review of the ICR audit work papers created by the Contractor's independent CPA, Caltrans A&I will work with the CPA and/or Contractor toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Contractor at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph above, Caltrans A&I may require Contractor to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the Contractor's and/or the independent CPA's revisions.
3. If the Contractor fails to comply with the provisions of this section or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection

of the ICR and set forth in paragraph above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Contract.

Add the following paragraphs to the contract:

28. Construction Procedures:

Contractor's observation or monitoring portions of the work performed under construction contracts shall not relieve the construction contractor from its responsibility for performing work in accordance with applicable contract documents. Contractor shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health and safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Contractor shall not be responsible for the acts or omissions of the construction contractor or other parties on the project.

29. Cost Principles And Administrative Requirements:

The Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

The Contractor also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by the Contractor to the County. All subcontracts in excess of \$25,000 shall contain the above provisions.

30. Equipment Purchase:

Prior authorization in writing, by the County's Contract Administrator shall be required before the Contractor enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or the Contractor services. The Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in the Contractor's Cost Proposal and exceeding \$5,000 prior authorization by the County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following:

Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the County shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Contractor may either keep the equipment and credit the County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established the County procedures; and credit the County in an amount equal to the sales price. If the Contractor elects to keep the equipment, fair market value shall be determined at the Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the County and the Contractor, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the County.

Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

All subcontracts in excess \$25,000 shall contain the above provisions.

31. Debarment and Suspension Certification:

The County's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the County or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any exceptions to this certification must be disclosed to County. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

32. Conflict of Interest:

The Contractor shall disclose any financial, business, or other relationship with the County that may have an impact upon the outcome of this contract, or any ensuing the County construction project. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing the County construction project, which will follow.

Contractor certifies that it has disclosed to County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Contractor agrees to advise County of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Contractor further agrees to complete any statements of economic interest if required by either County ordinance or State law.

The Contractor hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

The Contractor hereby certifies that neither the Contractor, nor any firm affiliated with the Contractor will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

33. Rebates, Kickbacks or Other Unlawful Consideration:

The Contractor warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, the County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

34. Prohibition of Expensing Local Agency, State or Federal Funds:

Contractor certifies to the best of his or her knowledge and belief that:

- a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of to any person for influencing or attempting to influence an officer or employee of any state or federal agency; am Member of the State Legislature or United States Congress; an officer or

employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or any employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

35. Claims Filed By Local Agency's Construction Contractor:

If claims are filed by the County's construction contractor relating to work performed by the Contractor's personnel, and additional information or assistance from the Contractor's personnel is required in order to evaluate or defend against such claims; the Contractor agrees to make its personnel available for consultation with the County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

The Contractor's personnel that the County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Contractor's personnel services under this contract.

Services of the Contractor's personnel in connection with the County's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

36. Retention Of Funds:

Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

No retainage will be withheld by the Agency from progress payments due the prime Contractor. Retainage by the prime Contractor or subconsultants is prohibited, and no retainage will be held by the prime Contractor from progress due subconsultants. Any violation of this provision shall subject the violating prime Contractor or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Contractor or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Contractor or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Contractors and subconsultants.

37. Safety:

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment or procedures. Contractor shall comply with safety instructions issued by Nevada County Safety Officer and other Nevada representatives. Contractor personnel shall wear hard hats and safety vests at all times while working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, Nevada County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

38. Confidentiality of Data:

All financial, statistical, personal, technical, or other data and information relative to Nevada County's operations, which are designated confidential by Nevada County and made available to Contractor in order to carry out this contract, shall be protected by Contractor from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by Nevada County relating to the contract, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.

Contractor shall not comment publicly to the press or any other media regarding the contract or Nevada County's actions on the same, except to Nevada County's staff, Contractor's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by Nevada County, and receipt of Nevada County's written permission.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

All information related to the construction estimate is confidential, and shall not be disclosed by Contractor to any entity other than the County.

39. Contractor's Reports Or Meetings:

The Contractor shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the County's Contract Administrator or Project Coordinator to determine, if the Contractor is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

The Contractor's Project Manager shall meet with the County's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

40. Attached exhibits:

- The following attached exhibits are incorporated into this contract:
- a. Exhibit 10-O2

Approved By:

County Counsel

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Nevada 2. Contract DBE Goal: 10%
 3. Project Description: On-Call Construction Management and Inspection Services
 4. Project Location: Nevada County, California
 5. Consultant's Name: HDR Construction Control Corporation 6. Prime Certified DBE: 7. Total Contract Award Amount: \$200,000.00
 8. Total Dollar Amount for **ALL** Subconsultants: \$20,000.00 9. Total Number of **ALL** Subconsultants: 1

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Construction Inspection	8142	7415 GREENHAVEN DRIVE, SUITE 100, Sacramento, CA 95831 / (916) 421-1000	\$20,000.00
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		14. TOTAL CLAIMED DBE PARTICIPATION	\$ 20,000.00
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			10 %
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		15. Preparer's Signature _____ 16. Date _____ Greg Zeiss, PE 02/19/2019 17. Preparer's Name _____ 18. Phone _____ Project Manager 916-367-8059 19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3980 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - %** - Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.