



RESOLUTION No. 16-114

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A PERSONAL SERVICES CONTRACT WITH THE ADAMS ASHBY GROUP, INC. TO PROVIDE PREVAILING WAGE COMPLIANCE SERVICES IN COMPLIANCE WITH THE DAVIS-BACON ACT AS REQUIRED BY THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR THE PENN VALLEY SEWER PROJECT AND THE BOST HOUSE REHABILITATION PROJECT APPROVED UNDER COMMUNITY DEVELOPMENT BLOCK GRANT 13-CDBG-8931

WHEREAS, the Board of Supervisors approved execution of Standard Agreement 13-CDBG-8931 between the County of Nevada and the State Housing and Community Development (HCD) Community Development Block Grant (CDBG) Program per Resolution 14-041 on January 28, 2014, and subsequently approved execution of Amendment No. 1 to the Standard Agreement 13-CDBG-8931 per Resolution 15-408 on September 8, 2015; and

WHEREAS, Standard Agreement No. 13-CDBG-8931 included funding under the water/sewer improvement category for the construction of the Penn Valley Sewer Pipeline Project and Amendment No. 1 included funding under the health facilities – drug and alcohol treatment category for the Bost Avenue House Rehabilitation Project; and

WHEREAS, Federal and State funding regulations require that the construction of the above mentioned projects abide by prevailing wage requirements and provide documentation to the State Housing and Community Development (HCD) Community Development Block Grant (CDBG) Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Personal Services Contract by and between the County and the Adams Ashby Group, Inc., pertaining to the provision of Labor Standard Compliance Officer services in compliance with the Davis-Bacon Act and duties required to ensure compliance with the State Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Program requirements in relation to the Penn Valley Sewer Pipeline and Bost House Rehabilitation Projects for the term of March 22, 2016 through September 30, 2016 in the maximum amount of \$42,720 be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be disbursed from account: 1607-50605-451-4013/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of March, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

3/22/2016 cc: CSS*
AC*(hold)

3/24/2016 cc: CSS*
AAG Inc
AC*(release)

PERSONAL SERVICES CONTRACT

County of Nevada, California

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

ADAMS ASHBY GROUP, INC

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

(§1) **Davis-Bacon Act Compliance Officer Services**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$42,720.00
(§3) **Contract Beginning Date:** 03/22/2016 **Contract Termination Date:** 09/30/2016
(§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>X</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u>X</u>	<u> </u>

LICENSES

Designate all required licenses:

(§14) _____

NOTICE & IDENTIFICATION

(§26) **Contractor:** **Adams Ashby Group**
770 L Street, Suite 950
Sacramento, CA 95814
Contact Person: Paul Ashby
(916) 449-3944
e-mail: pashby@adamsashbygroup.com

County of Nevada:
950 Maidu Avenue
Nevada City, California 95959

Contact Person: Rob Choate
(530) 265-1645
e-mail: rob.choate@co.nevada.ca.us
Org Code: 1607-50605-451-1000/521520

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: Yes X 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>

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- (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

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 contract 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.

CONTRACTOR:


Paul Ashby
Principal, Adams Ashby Group

Dated: 3-7-16

COUNTY OF NEVADA:


Honorable Dan Miller
Chair, Board of Supervisors

Dated: 3-22-2016

Attest: 
Julie Patterson Hunter
Clerk of the Board

- Review the bid packages for construction projects. Bid package review will ensure that the correct recording and reporting forms and wage rates are included per requirements of the projects federal funding program.
 - Review pertinent provisions or collective bargaining agreements (if any).
 - Audit payroll and benefit records and certified wage submissions on a weekly basis to ensure compliance with Davis-Bacon requirements.
 - Audit Davis-Bacon additional recordkeeping and other requirements
 - Monitor wage provision contract compliance for contractors.
4. Providing technical assistance to contractors, if needed, related to Davis-Bacon labor standard requirements.
 5. If requested, providing weekly written contractor review summaries to the County, assess areas of noncompliance, and provide suggestions regarding method of correction to the City and contractor as needed.
 6. Monitor corrective action plans as needed.
 7. Provide monthly written reports to the County regarding contractor compliance on CDBG-funded projects.
 8. Provide other data and annual and/or quarterly reports as requested by the County related to compliance with its CDBG projects labor standard requirements.
 9. Deliver all documents to the County at the conclusion of the project.

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Contractor approves this page

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Adams Ashby Group

4.4	Prepare agenda and Labor Compliance Book for General and all Subs - Schedule training	7 days prior to Pre-construction meeting	
4.5	Attend Pre-Construction meeting	As scheduled	
4.6	Finalize forms/documents and final wage rates	Prior to notice to proceed being issued.	60
Step 5: Construction			
5.1	Obtain Notice to Proceed - Begin Payroll #1	As scheduled	
5.2	Notify State Representative of Start of Construction	As scheduled	5
Step 6: Begin Labor Compliance Monitoring			
6.1	Review Contractor Work Schedule and discuss with project manager - Develop interview schedule	At construction start date	
6.2	Conduct employee interviews	Varies on construction	
6.3	Collect and Review/Approve Weekly Payrolls	Weekly	
6.6	Compare Payroll Forms to Interviews/project reports	As needed	
6.7	Submit/Reject payrolls and review reports for corrections	As needed	
6.8	Follow-up on payments to workers	As needed	
6.9	Report violations to City	As needed	
6.10	Report any violations to HCD*	As needed	150
Step 7: Monthly Labor Compliance Certification			
7.1	Provide required reports to State Representative (as required)	Semi-Annual reports	
7.2	Complete Final Wage Compliance Report/Certifications	Project close-out	24
Step 8: Close-out			
8.1	Finalize project reports, files, audit and package for filing		40
Sewer Line Project		Total hours 343 x \$80 per hour	\$27,440

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4.4	Prepare agenda and Labor Compliance Book for General and all Subs - Schedule training	7 days prior to Pre-construction meeting	
4.5	Attend Pre-Construction meeting	As scheduled	
4.6	Finalize forms/documents and final wage rates	Prior to notice to proceed being issued.	60
Step 5: Construction			
5.1	Obtain Notice to Proceed - Begin Payroll #1	As scheduled	
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6.1	Review Contractor Work Schedule and discuss with project manager - Develop interview schedule	At construction start date	
6.2	Conduct employee interviews	Varies on construction	
6.3	Collect and Review/Approve Weekly Payrolls	Weekly	
6.6	Compare Payroll Forms to Interviews/project reports	As needed	
6.7	Submit/Reject payrolls and review reports for corrections	As needed	
6.8	Follow-up on payments to workers	As needed	
6.9	Report violations to City	As needed	
6.10	Report any violations to HCD*	As needed	48
Step 7: Monthly Labor Compliance Certification			
7.1	Provide required reports to State Representative (as required)	Semi-Annual reports	
7.2	Complete Final Wage Compliance Report/Certifications	Project close-out	4
Step 8: Close-out			
8.1	Finalize project reports, files, audit and package for filing		10
Bost Avenue Housing Rehabilitation Project		Total hours 191 x \$80 per hour	\$15,280

Total Cost Proposal for Labor Compliance Services - \$42,720

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Contractor approves this page

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Adams Ashby Group

EXHIBIT "C"
SCHEDULE OF CHANGES
ADAMS ASHBY GROUP, INC.

The parties agree to the following additions to the contract:

28. CDBG GENERAL TERMS AND CONDITIONS

1. Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors

The proposer certifies, by signing and submitting this proposal, that it is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

Nevada County shall not enter into any agreement, written or oral, with any contractor without the prior determination that the contractor is eligible to receive CDBG Funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

2. Compliance with State and Federal Laws and Regulations

A. The contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to Nevada County.

B. The contractor agrees to comply with all Federal laws and regulations applicable to the CDBG Program and to the grant activity(ies).

3. Anti-Lobbying Certification

The proposer certifies, by signing and submitting this proposal, to the best of his or her knowledge or belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will 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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

preliminary statement of ability to comply with the requirements of these regulations.

4. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided to the grant activity(ies), binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors and its successors, to such sanctions as are specified by 24 CFR, Part 135 and those sanctions specified by this Agreement.

D. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more:

The Grantee (Nevada County) and its contractor hereby agree to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

6. Federal Labor Standards Provisions

A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.

C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Grantee (Nevada County) and its contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.