

**AMENDMENT #1 TO CONTRACT NO. RESOLUTION 19-027
WITH ADAMS ASHBY GROUP, INC.**

THIS AMENDMENT is dated this 27th day of July, 2021 by and between ADAMS ASHBY GROUP, INC., herein referred to as “Contractor” and COUNTY OF NEVADA, hereinafter referred to as “County”. Said Amendment will amend the prior agreement between the parties entitled Personal Services Contract executed on January 22, 2019 per Resolution Number 19-027.

WHEREAS, the County has contracted with Contractor to provide all tasks related to assessing and documenting the labor standards activities of the contractors and sub-contractors for the Odyssey House Rehabilitation project to ensure compliance with all appropriate state, county and local requirements, program policies and procedures; CDBG program assistance as needed for the contract term of January 22, 2019 through July 31, 2021; and

WHEREAS, the parties desire to amend their agreement to extend the Contract Termination Date from July 31, 2020 to June 30, 2022.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment No. # 1 shall be effective as of July 1, 2021.
2. That the Contract Termination Date set forth at §3 is amended to the following: June 30, 2022.
3. That in all other respects the prior Agreement of the parties, attached hereto, shall remain in full force and effect.

COUNTY OF NEVADA:

By: _____
Honorable Dan Miller
Chair of the Board of Supervisors

CONTRACTOR:

By: _____
Paul Ashby
Principal
770 L Street, Suite 950
Sacramento, California 95814

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

PERSONAL SERVICES CONTRACT

Health and Human Services Agency
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) Provision of performing all tasks related to assessing and documenting the labor standards activities of the contractors and sub-contractors for the Odyssey House Rehabilitation project to ensure compliance with all appropriate state, county and local requirements, program policies and procedures; CDBG program assistance as needed.

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$ 46,200.00
(§3) **Contract Beginning Date:** 01/22/2019 **Contract Termination Date:** 07/31/2021
(§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>	___
(§7)	Automobile Liability	<u>X</u>	___
	(\$ 300,000) Personal Auto ___ (\$1,000,000) Business Rated <u>X</u>		
	(\$1,000,000) Commercial Policy ___		
(§8)	Workers' Compensation	<u>X</u>	___
(§9)	Errors and Omissions (\$1,000,000)	<u>X</u>	___

LICENSES

Designate all required licenses:

(§14) N/A

NOTICE & IDENTIFICATION

(§33) **Contractor: Adams Ashby Group, Inc.** **County of Nevada:**
770 L Street, Suite 950 950 Maidu Avenue
Sacramento, CA 95814 Nevada City, California 95959
Contact Person: Paul Ashby Contact Person: Rob Choate
Phone: (916) 449-3944 Phone: (530) 265-1645
E-mail: pashby@adamsashbygroup.com E-mail: rob.choate@co.nevada.ca.us
Funding: 1589-50601-451-4017/521520 CFDA No.: 14-228
CFDA Agreement No.: 17-CDBG-12025

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

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	___
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	___
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u>X</u>	___
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	___	<u>X</u>
Exhibit E: Uniform Administrative Requirements (CFDA-Funded)	___	<u>X</u>

PA

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 of said invoice 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), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. 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), of this Contract.

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 Nos. 90-674, 02-439)

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 non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (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. 90-676)

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 non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (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. Workers' Compensation: (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' 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. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the 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 workers' 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 Nos. 90-674, 90-675)

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. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-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. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

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.

Unless otherwise agreed in writing by the County's Risk Manager, 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, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, 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. Certificate of Good Standing:

Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

16. 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. 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. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

17. 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.

18. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

19. Drug-Free Workplace:

Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any

property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

20. 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.

21. Conflict of Interest:

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

22. Political Activities:

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

23. 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

24. Termination:

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both **without notice**.

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

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government 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.

d. 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 certified mail in conformity with the notice provisions. 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.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

25. Suspension:

County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in federal, state or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

a. **BOOKS AND RECORDS:** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such 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.

b. **INSPECTION:** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

c. **AUDIT:** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

27. Non- Profit Provisions:

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

a. **Reporting Requirements:**

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which



was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notice & Identification" §33 on page one (1) of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. 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 therefore, 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.

29. 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.

30. 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.

31. 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. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

32. Confidentiality:

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.



Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

33. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at "Notice & Identification" §33 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 §33 of page one (1) of this Contract. 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.

34. 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:



Paul Ashby
Principal

Dated: 1-7-19

COUNTY OF NEVADA:



Richard Anderson
Chair, Board of Supervisors

Dated: 1/22/2019

Attest: 

Julie Patterson-Hunter
Clerk of the Board of Supervisors



EXHIBIT "A"
SCHEDULE OF SERVICES
ADAMS ASHBY GROUP

BACKGROUND:

Nevada County Health and Human Services Agency (HHS) has an active and successful California Community Development Block Grant Program (CDBG) program that includes a 2017 CDBG grant award, anticipates submitting a 2018 CDBG application, and a 2013 grant with closed expenditure period that remains open per the state Department of Housing and Community Development (HCD). The 2017 CDBG award will fund the rehabilitation - construction of a health facility. The CDBG grant requires Davis-Bacon Act labor standards monitoring for this project.

The project is as follows:

- 1) Odyssey House Rehabilitation –The facility is a 2964 square foot single family house built in 1970 and converted into a transitional residential; treatment facility for the Severely Mentally Ill (SMI) adults in 1980 by the County of Nevada. The proposed project will add approximately 3341 square feet to the structure, replace the roof, siding, windows, and relocate current parking to allow for adequate staff parking and handicap parking, improve the endurance into the building and correct functional space deficiencies to include the addition of a commercial kitchen, laundry facilities, ADA compliant restrooms, therapy areas, office areas and patient living quarters.
- 2) The County performs most grant administrative and project management tasks in-house, but assistance is needed from an experienced CDBG consultant to act as a resource for completion of periodic tasks and for consultation to ensure compliance with current CDBG regulations.

The project has an estimated construction cost of \$2,654,814 awarded in CDBG funds. Construction is estimated to start in June 2019. It is anticipated to be completed by January 1, 2021, though unforeseen construction delays could extend this date. CDBG program assistance is expected to be utilized on an as needed basis.

DESCRIPTION OF SERVICES

The Contractor shall perform any and all tasks related to assessing and documenting the labor standards activities of the contractors and sub-contractors for the above named County project to ensure compliance with all appropriate state, county and local requirements, and Program policies and procedures.

Contractor shall perform the following services:

1. Participate with the County in disseminating information related to Davis-Bacon Act standards and CDBG Program or contract deliverables to contractors selected to do construction.
2. Attend the pre-construction conference to provide the contractors and any subcontractors with contractor labor compliance handouts, applicable wage rate information and documents.
3. Monitor and audit labor standards under the Davis-Bacon Act, CDBG and other local, state, and federal requirements including, but not limited to:
 - Obtain applicable state and federal wage classification decisions as required.
 - 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.
 10. Provide general program assistance as needed. This may include but not be limited to:
 - Provide review of documentation and other assistance as needed to ensure compliance with federal regulations including but not limited to achievement of National Objective and public benefit, procurement, environmental clearance, accessibility, Section 3, and other subject federal regulations.
 - Review periodic financial and performance reports (quarterly, semi-annual, annual, set-up, close-out, etc.). Reports will be prepared in-house, and the consultant may be asked to review prepared forms or reports and/or answer inquiries regarding form or report completion.
 - Develop grant and grant-funded activity timelines to help guide in-house staff work, including expenditure milestones, reporting deadlines, and other sequential processes.
 - Provide consultation and assistance for any state HCD monitorings scheduled during the contract period, including assistance and counsel regarding preparation of grant activity files and public information binders; and assistance with monitoring response including defense of any findings.
 - Apprise County staff of applicable new federal and state requirements especially pertaining to the 2017 CDBG Redesign process as well as future program changes.
 - Assist and advise regarding upcoming grant application cycles including Design Phase processes and timelines; assessment of specific grant activities and activity selection for applications; and review of grant applications prior to submittal to HCD.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
ADAMS ASHBY GROUP

Contractor shall be compensated for services at the following rates:

DAVIS-BACON ACT COMPLIANCE OFFICER and COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSULTANT SERVICES COST SHEET			
Task	Schedule	Time Allocation	Cost
Labor Compliance Monitoring	Begin at development of Plans and Specifications through closeout of project.	See outline per task below	\$105 per hour
Start Up		14	\$1,470.00
Update HCD Labor Compliance Officer	Prepared as a part of General Conditions Checklist process.	2	
Establish Wage Rates and prepare documents for bid package	Prepare attachment for bid documents and provide to engineer for inclusion in bid package. Review bid document for all required I-JC D/CDBG requirements.	10	
Secure Wage Rate Determinations from CDBG-update prior to bid release	Initial request made to HCD representative. This occurs once draft Specifications are received for final review	2	
Bid Process		16	\$1,680.00
Provide required labor compliance bid documents	Final review of bid documents and answer questions as needed	6	
Attend Pre-bid conference provide required information and handouts for CDBAG compliance	As set by bid dates – attend and provide information to all potential bidders regarding information related to CDBG requirements.	8	
Obtain and provide 10-day Wage Rate update prior to bid opening	Occurs 10 days prior to bid opening. Submit to HCD Representatives and issue to Engineer for addendum to all bidders.	2	
Verification of Contractors and Subcontractors		8	\$840.00
Run EPLS and CA license verifications	Once final determination of lowest responsive bidder is made review of Sam.Gov and licenses will occur for general and all sub-contractors identified in bid.	4	
Review insurance for program compliance	Review insurance including general liability, workers compensation, unemployment.	4	
Notice of Award/Pre-Construction		36	\$3,780.00
Obtain all required contractor and subcontractor documentation including Section 3 data	Review of all MBE/WBE, Section 3 and other program compliance requirements will be reviewed.	6	
Issue Notice of award to all required Agencies	CDBG required form will be issued upon award of contract by the County Board.	2	

PA

Task	Schedule	Time Allocation	Cost
Prepare labor compliance documents for the General and all subs – schedule training if needed	A mandatory meeting with the general and their team prior to construction.	16	
Attend Pre-Construction Meeting	Attend pre-construction meeting prior to construction.	8	
Verify and finalize all documents and final wage rates.	Review submittal by contractors regarding wage rates prior to construction beginning to ensure we avoid any potential underpayments.	4	
Construction		4	\$420.00
Obtain Notice to Proceed – Begin Payroll #1	Set up payroll calendar and checklist for general and all subcontractors.	2	
Notify all required agencies of Start of Construction	Prepare notification form for State.	2	
Labor Compliance Monitoring		224	\$23,520.00
Develop interview schedules	After the pre-construction meeting is held and contact is made with payroll staff and project manager – a timeline of when sub-contractors will be on job site will be established.	4	
Conduct employee interviews	Will occur as employees are on site.	48	
Collect, review and approve contractor and sub-contractors payrolls	To be submitted within 10 days after the end of the work week.	100	
Submit/Reject payroll reports as requires	As each payroll is reviewed they will be processed and a report will be generated on any correction required.	24	
Review payroll corrections and submit required reports	The Labor Compliance Report (LCR) will be submitted for each payroll review.	24	
Report violations, discrepancies to the County	All errors will be collected on the LCR and responses will be reported.	12	
Report violations to HCD	All violations in excess of \$1000 will be reported as required.	12	
Monthly Labor Compliance Certification		20	\$2,100.00
Provide required reports to State as required	Semi annual reports are due in September and March each year.	12	
Complete and submit final wage compliance report/certifications	A final report is submitted at the end of the project. Final review will occur prior to submittal.	8	
Close-out		18	\$1,890.00
Finalize and submit project reports, files, audit and package for filing	A fill audit will be conducted and documented for each file and provided in boxes for storage.	16	
Provide copies to the County	County will receive all original documents.	2	
CDBG Technical Assistance	As Needed	100	\$10,500.00
As outlined in the RFP on an on call as-needed basis			
Total Project Cost			\$46,200.00

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
ADAMS ASHBY GROUP
(continued)

Payment schedules shall set forth specific milestones which relate to the schedule of services to be provided, as set forth in Exhibit "A" above, and as described in the Cost Proposal made part of this Exhibit "B". In no event shall the total compensation paid to Contractor in accordance with the terms of this Agreement exceed the Maximum Contract Price set forth on page 1, § 2. Contractor shall submit invoices once a month in arrears for services provided. Contractor shall itemize on the invoice the dates, duration and services provided. The invoices shall be submitted no later than the 15th of each month.

Invoices shall be submitted to:

Nevada County Health and Human Services Agency
Attn: Fiscal Staff
950 Maidu Ave.
Nevada City, CA 95959

County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of either removing the questioned cost or delaying the entire claim pending resolution of the cost(s).

Contractor shall be reimbursed within thirty (30) days of County's receipt of complete, correct, approved invoice.

Contractor understands that the project is being funded by a Community Development Block Grant (CDBG) and agrees that all work will be performed in accordance with CDBG requirements in order to receive and retain payment for services.

EXHIBIT "C"
SCHEDULE OF CHANGES
ADAMS ASHBY GROUP

The parties agree to the following additions to the contract:

35. CDBG GENERAL TERMS AND CONDITIONS

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

Each party 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 parties certify, by signing and submitting this agreement, 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.

4. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

5. Equal Opportunity

A. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:

During the performance of this agreement, the Grantee (Nevada County) and its contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any grant activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

B. Rehabilitation Act of 1973 and the "504 Coordinator":

The Grantee (Nevada County) and its contractor further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR, Part 8, including, but not limited to, for Grantees with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

C. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance:

1. The grant activity(ies) to be performed under this Agreement are subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).

2. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD 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. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The Grantee (Nevada County) and its contractor will include these Section 3 clauses in every contract and subcontract for Work in connection with the grant activity(ies) and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a 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.

7. Procurement

The Grantee (Nevada County) and its contractor shall comply with the procurement provisions in 24 CFR, Part 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

8. Uniform Administrative Requirements

The Grantee (Nevada County) and its contractor shall comply with applicable Uniform Administrative Requirements as described in 24 CFR, Section 570.502, including cited Sections of 24 CFR, Part 85.

9. Section 3

The Grantee (Nevada County) and its contractor will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing Regulations at 24 CFR, Part 135.

10. Energy Efficiency

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

APPROVED AS TO FORM:



Nevada County
County Counsel