

PERSONAL SERVICES CONTRACT

County of Nevada, California

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

Holdrege & Kull Consulting Engineers and Geologists

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

(§1) **On-Call Materials Testing and Construction Inspection Services**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$150,000
 (§3) **Contract Beginning Date:** 7/1/2015 **Contract Termination Date:** 6/30/2016
 (§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$2,000,000)	<u> X </u>	
(§7) Automobile Liability	(\$1,000,000) Personal Auto		<u> X </u>
	(\$1,000,000) Business Rated	<u> X </u>	
	(\$1,000,000) Commercial Policy		<u> X </u>
(§8) Worker's Compensation	(\$1,000,000)	<u> X </u>	
(§9) Errors and Omissions	(\$2,000,000)	<u> X </u>	

LICENSES

Designate all required licenses:

(§14) California Civil Engineer License

NOTICE & IDENTIFICATION

(§26) Contractor: Holdrege & Kull 792 Searls Avenue Nevada City, CA 95959	County of Nevada: 950 Maidu Avenue Nevada City, California 95959
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Contact Person: Rob Fingerson
 (530) – 478-1305
 e-mail:RFingerson@HandK.net
 Fed Tax ID: 68-0368331

Contact Person: Joshua Pack
 (530) 265-7059
 e-mail: joshua.pack@co.nevada.ca.us
 Org Code:

Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Individ.,	<u> </u> Dba,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required:	<u> </u> Yes	<u> </u> No
HIPAA: Schedule of Required Provisions (Exhibit D):	<u> </u> Yes	<u> X</u> 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>

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 therefore.

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) to the extent caused by the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the 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 SOQ 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 therefore, 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. 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.

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 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.

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:

Honorable Edward C. Scofield
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Clerk of the Board

EXHIBIT "A"
SCOPE OF SERVICES

We will provide services as requested by the project engineer to support County staff. We anticipate that the Construction Quality Assurance services that we will be asked to provide during our on-call contract may include:

- ▶ Grading Observation and Testing
 - Compaction Testing (mass grading, utility trench backfill, etc.)
 - Procedural Specification Observation and Testing
 - Soil Specification Verification (gradation, R-value, etc.)
 - Chemical Additives (lime, cement admixtures, etc.)
- ▶ Transportation Related Services
 - Sampling of Highway Materials and Products
 - Sample Preparation of Highway Materials for Laboratory Testing
 - Testing of Soil and Aggregates Used in Roadway Sections
 - Testing of Hot Mix Asphalt
 - Testing of Asphalt Concrete Pavement
 - Storm Water Pollution Prevention Plan Monitoring
- ▶ Special Inspection Services
 - Concrete Field Testing
 - Concrete Strength Testing
 - Structural Concrete
 - Structural Masonry
 - Structural Steel and Welding

In addition to materials testing, we understand that we may be requested to provide on-call inspection or engineering support to address storm damage, landslide repairs, site stability review or other urgent support as may arise as a part of County construction and maintenance.

Materials testing samples will be logged and categorized according to detailed instructions in H&K's Quality Control Manual (QCM) and in accordance with industry standards. Samples delivered to our laboratory are inventoried and prepared for testing according to QCM procedures that adhere to guidelines set forth as part of our accreditation by CCRL, AMRL, DSA, USACE, and Caltrans.

Field activities will be documented on laptop computers in Daily Field Reports (DFRs) by engineering technicians, construction managers, or staff engineers while site. The minimum information contained in each DFR includes name and place of project, date and time observations were made, names of personnel, descriptions of equipment on-site, weather, activities performed, activities or tasks requiring follow up attention, pertinent photos, and a summary of conforming and nonconforming work observed.

In addition to Daily Field Reports, a weekly written summary detailing work observed and any outstanding or non-conforming items can be provided over the duration of each project, as requested by the project engineer, allowing project management to easily track the level of inspections being performed and the contractor's adherence to the project specifications.

EXHIBIT "B"
SCHEDULE AND FEES

2015 FEE SCHEDULE

Personnel	Hourly Rate
Project Assistant	\$75
AutoCAD Operator	\$95
Technical Editor	\$95
Assistant Engineer/Geologist	\$110
Staff Scientist/Toxicologist	\$125
Staff Engineer/Geologist	\$125
Project Engineer/Geologist	\$140
Senior Engineer/Geologist	\$150
Associate Engineer/Geologist	\$160
Principal	\$220
Expert Testimony and Deposition (four-hour minimum)	\$300
Engineering Technician I	\$82
Engineering Technician II	\$87
Engineering Technician III	\$92
Certified Welding Inspector (CWI/AWS)	\$102
Non-Destructive Testing (NDT) Technician	\$102
ASNT Level III	\$150
Supervisory Technician	\$110
Construction Services Manager I	\$138
Construction Services Manager II	\$150

Prevailing Wage Services	Hourly Rate
Field Soils and Materials Tester, Soils/Asphalt	\$105
ACI Concrete Tester	\$105
ICC Fireproofing	\$103
Proofload/Torque Testing	\$103
Certified Welding Inspector (CWI/AWS)	\$110
ICC Certified Structural Inspector	\$108
DSA Masonry/Shotcrete and Lead Inspector	\$115
Travel Time – Tester/Inspector	\$82

Field Equipment	Unit Rate
All-Terrain Vehicle	\$40/Day
Cone Penetrometer	\$150/Day
Core Drill Machine	\$150 Half Day/\$200 Full Day
DAQ III/Seismic Refraction Survey	\$515/Day
Excavator with Operator	\$120/Hour
Pachometer	\$40/Day
pH/Conductivity Meter	\$50/Day
Photoionization Detector (PID)	\$100/Day
Tension Ram	\$30/Day
Thin Lift Asphalt Concrete Nuclear Density Gauge	\$100/Day
Turbidity Meter	\$50/Day
Water Quality Meter (pH, conductivity, temperature, DO)	\$100/Day
1.5-Inch Pump and Controllers	\$128/Day
4-Inch Pump with Trailer	\$153/Day

Notes

- Mileage and hourly rates will be charged portal to portal. Mileage will be billed at \$0.55 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 \$30/Hour.
- Prevailing wage overtime rates for Saturday or over 8 hours/day: hourly rate plus \$30/Hour.
- Prevailing wage double time rates for Sunday, holiday or over 12 hours/day: hourly rate plus \$60/Hour.
- Prevailing wage second shift rates: hourly rate plus \$15/Hour.
- A minimum 2 hour fee will be charged for any site visit.
- Per Diem will be billed at cost plus 20 percent unless other arrangements are made.

2015 LABORATORY TESTING SERVICES

 Soil
 Aggregate
 Concrete
 Asphalt

ASTM Test Methods				Unit Cost	
		■	ASTM A615, Reinforcing Steel Tensile Test to #8	\$82	
		■	ASTM A615, Reinforcing Steel Bend Test to #8	\$26	
		■	ASTM C39, Concrete Compressive Strength, 4x8	\$30	
		■	ASTM C39, Concrete Compressive Strength, 6x12	\$38	
		■	ASTM C78, Flexural Strength of Concrete	\$97	
		■	ASTM C140, CMU Strength, Unit Weight, Absorption	\$184	
		■	ASTM C780, Compressive Strength Mortar	\$30	
		■	ASTM C1019, Compressive Strength Grout	\$30	
		■	ASTM C1314, Compressive Strength Masonry Prisms	\$105	
■	■	■	ASTM C136, D422A Full Sieve Particle Size Analysis	\$123	
■			ASTM D422B, Long Hydrometer Particle Size Analysis (specific gravity not included)	\$125	
■	■		ASTM D422C, Full Sieve w/ Long Hydrometer Particle Size Analysis (spec. gravity not incl.)	\$165	
■	■		ASTM D698, D1557, Compaction Curves (4-inch mold)	\$195	
■	■		ASTM D698, D1557, Compaction Curves (6-inch mold)	\$205	
■	■		ASTM D854, Specific Gravity	\$85	
■	■	■	ASTM C117, D1140, No. 200 Mesh Wash Particle Size Analysis	\$82	
■			ASTM D2166, Unconfined Compression Shear Strength	\$105	
■	■		ASTM D2216, Oven Moisture Content	\$28	
■	■		ASTM D2419, Sand Equivalent	\$102	
■	■		ASTM D2434, Constant Head Permeability	\$164	
■	■		ASTM D2435, One-Dimensional Consolidation (per point)	\$24	
■	■		ASTM D2844, Resistance Value	\$256	
■	■		ASTM D2850, Unconsolidated, Undrained, Triaxial Shear Strength (per point)	\$138	
■	■		ASTM D2937, Density-Moisture	\$33	
■			ASTM D3080, Direct Shear Strength (3 points minimum)	\$286	
■			ASTM D4318, Atterberg Indices (Dry Method)	\$143	
■			ASTM D4546, One-Dimensional Settlement or Swell (per point)	\$82	
■			ASTM D4767, Consolidated, Undrained, Triaxial Shear Strength (per point)	\$164	
■			ASTM D4829, Expansion Index (UBC Expansion Index)	\$143	
■			ASTM D4832, Strength of CLSM	\$41	
■			ASTM D5084, Falling Head Permeability	\$235	
California Test Methods					
■	■	■	■	CTM 202, Analysis of Fine Coarse Aggregate	\$125
	■		■	CTM 205, Percent of Crushed Particles	\$82
	■	■	■	CTM 206, Specific Gravity/Absorption Coarse Aggregate	\$102
	■	■	■	CTM 207, Specific Gravity/Absorption Fine Aggregate	\$102
	■		■	CTM 208, Apparent Specific Gravity of Fine Aggregate	\$92
■	■			CTM 216, Maximum Wet Density Determination	\$205
■	■	■	■	CTM 217, Sand Equivalent	\$102
■	■	■	■	CTM 226, Moisture Content by Oven	\$28
■	■	■	■	CTM 227, Evaluating Cleanness of Coarse Aggregate	\$97
	■	■		CTM 229, Durability Index	\$143
	■	■	■	CTM 234, Uncompacted Void Content of Fine Aggregate	\$102
	■		■	CTM 235, Percent of Flat and Elongated Particles	\$82
			■	CTM 308, Bulk Density Hot Mix Asphalt (HMA)	\$36
			■	CTM 309, Max Specific Gravity of HMA	\$153
			■	CTM 370, Moisture Content with Microwave	\$23
			■	CTM 382, Asphalt Content by Ignition Method	\$150
			■	Caltrans LP 2, Voids in Mineral Aggregate	\$51
			■	Caltrans LP 3, Voids Filled with Asphalt	\$51
			■	Caltrans LP 4, Dust Proportion	\$51

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:

20. Termination: Paragraph 20 of the contract is hereby amended to read:

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 **ten (10) calendar days written notice** to Consultant, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County, the State of California, or the federal government, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event of termination not the fault of the Consultant, the Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract. The amount of the fixed fee will be based on the percentage of work completed to date of termination.

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

Consultant shall maintain project records, including any field inspector's reports and other reports/files to be provided in connection with this Agreement, in a format consistent with procedures established by and acceptable to County, State and FHWA, and provide same to the County within thirty (30) days after the completion of the contract and prior to final payment.

For consultants over \$150,000:

Consultant and subconsultant's contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, and ICR Audit, or a certified public accountant (CPA) ICR Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, 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 Workpaper Review it is Consultant's responsibility to ensure federal, state, or local government adjusted by Consultant and approved by Nevada County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by Nevada County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

28. Contract Cost Principles:

The allowable elements of cost are controlled by the Federal Acquisition Regulation, Title 48 CFR, Chapter 1, Subpart 31, and Title 49 CFR Part 18, Uniform Administrative Procedures. This also applies to all subcontractors in excess of \$25,000.

29. Covenant Against Contingent Fees:

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the local agency shall have the right to annul this

Agreement without liability or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee commission, percentage, brokerage fee, gift or contingent fee.

30. Changes in Work:

The County may desire services to be performed which are relevant to this contract but have not been included in the scope of the services listed in **Exhibit "A"** and Consultant agrees to perform said services upon the written request of County, provided that said services do not exceed the maximum contract amount. These additional services could include, but are not limited to, any of the following:

- a. Work requested by the County in connection with any other matter or any item of work not specified herein;
- b. Work resulting from substantial changes ordered by the County in the nature or extent of the project, and
- c. Serving as an expert witness for the County in any litigation or other proceedings involving the project.

31. Remedies:

Should Consultant fail to satisfactorily complete all of its work by the final deadline established herein, Consultant shall be deemed to be in breach of this Contract. In such event the Consultant shall be liable to the County for all of the consequential damages incurred by County due to any such breach as allowed by law. In the event of a failure to complete all work hereunder by the final deadline, Consultant may only provide such evidence to refute the presumption of breach as has previously been fairly disclosed and established in the written reports made to County, promptly upon the occurrence of any event of delay for which Consultant contends it is not responsible. The parties agree that Consultant shall have an absolute duty to take all steps necessary to insure that all of its work is satisfactorily completed by the final deadline and to work around any problems created by external forces or persons, and that notwithstanding the actions or inactions by any such external persons, parties or other forces, Consultant's proper completion of the work by the final deadline shall not be excused if Consultant otherwise had within its means or power the ability to complete the work so as to allow County to pursue the subject project.

32. Disputes:

Any dispute other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the LOCAL AGENCY'S contract manager and the Director of the Nevada County Department of Public Works, who may consider written or verbal information submitted by the Consultant.

Not later than 30 days after completion of all work under the contract, the Consultant may request review by the Local Agency Review Committee (Public Works Director and Purchasing Agent) of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

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

33. General Compliance with Laws and Wage Rates:

Consultant acknowledges awareness of the provisions of the Code, in particular Labor Code Sections 1770 to 1780, inclusive, and Title 8 of the California Administrative Code Sections 200 et seq; and shall comply with such provisions before commencing services required by this Contract to be performed by employees subject to these provisions. A Copy of the relevant prevailing wage is available from the California Department of Industrial Relations' Internet website at <http://www.access.gpo.gov/davisbacon/ca.html>.

34. Disadvantaged Business Enterprise (DBE) Considerations:

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." If the contract has a DBE goal, the consultant must meet the DBE goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met. LAPM Exhibits 10-I, 10-J, 10-O1, 10-O2, 15-H and 17-F are to be included in the consultant contract.

The Contract DBE Goal is N/A

35. Equipment Purchase:

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

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

36. Inspection of Work:

Consultant and any subconsultant shall permit Nevada County, the state, and the FHWA, if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

37. Safety:

Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by Nevada County Safety Officer and other Nevada representatives. Consultant 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. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant 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.

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

Consultant must have a Division of Occupational Safety and Health (CAS-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

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 Consultant in order to carry out this contract, shall be protected by Consultant 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 Consultant to further disclose such information, or disseminate the same on any other occasion.

Consultant 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, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

Consultant 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.

39. National Labor Relations Board Certification:

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final un-appealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

40. Evaluation of Consultant:

Consultant's performance will be evaluated by Nevada County. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.

41. Statement of Compliance:

Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 1299 and Title 2, California Administrative Code, Section 12990.

During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant 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.

42. Debarment and Suspension Certification:

Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and 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 Nevada County.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

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

43. Conflict of Interest:

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

Consultant 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.

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

Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant 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.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

44. Rebates, Kickbacks or Other Unlawful Consideration:

Consultant warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any Nevada County employee. For breach or violation

of this warranty, Nevada 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.

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

Consultant 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; an 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; Consultant 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.

Consultant 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.

46. Consultant's Endorsement on PS&E/Other Data:

The responsible /engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

Approved:

County Counsel

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Holdrege and Kull

Indirect Cost Rate: 156.53% * for fiscal period 01/01/2014 to 12/31/2014

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Nevada County

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 5,500,000 and the number of states in which the firm does business is 6.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Sandy Hakala

Title: Financial Controller

Consultant Certification Signature **: *Sandy Hakala*

Date of Certification (mm/dd/yyyy): 5/4/15

Consultant Contact Information:

Email: shakala@handk.net

Phone number: 530-478-1305

****An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

Exhibit 10-02 Consultant Contract DBE Information

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>County of Nevada</u>			
2. Project Location: <u>Various</u>			
3. Project Description: <u>On-Call Materials Testing and Construction Inspection Services</u>			
4. Total Contract Award Amount: \$ <u>30,000</u>			
5. Consultant Name: <u>Holdrege & Kull</u>			
6. Contract DBE Goal %: <u>0%</u>			
7. Total Dollar Amount for all Subconsultants: \$ <u>0</u>			
8. Total Number of all Subconsultants: <u>0</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
N/A	N/A	N/A	N/A
Local Agency to Complete this Section		13. Total Dollars Claimed	14. Total % Claimed
20. Local Agency Contract Number: <u>n/a</u>		\$ <u>0</u>	<u>0</u> %
21. Federal-aid Project Number: <u>n/a</u>			
22. Contract Execution Date: <u>7/1/2015</u>			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) <u>Joshua H. Pack, P.E.</u>		<div style="border: 1px solid black; padding: 5px;"> <p><i>Sandy Hakala</i> 15. Preparer's Signature</p> <p><u>Sandy Hakala</u> 16. Preparer's Name (Print)</p> <p><u>Financial Controller</u> 17. Preparer's Title</p> <p><u>5/4/15</u> <u>520-478-1305</u> 18. Date 19. (Area Code) Tel. No.</p> </div>	
24. Local Agency Representative Signature			
25. Date			
26. Local Agency Representative Title <u>Principal Civil Engineer</u>			
27. (Area Code) Tel. No. <u>(530) 265-7039</u>			
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print)	29. DLAE Signature	30. Date	

- Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files