



# RESOLUTION No. 22-207

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION TO AWARD A CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE MCCOURTNEY ROAD TRANSFER STATION IMPROVEMENT PROJECT TO LAWRENCE AND ASSOCIATES FOR A TOTAL AMOUNT NOT TO EXCEED \$750,000 AND APPROVE THE RELEASE OF FUND BALANCE AND A BUDGET AMENDMENT (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, on December 14, 2021, per Resolution 21-540, the Board of Supervisors accepted construction documents and authorized the solicitation of bids for construction of the McCourtney Road Transfer Station (MRTS) Improvement Project; and

WHEREAS, the County has a need for construction management services for the MRTS Improvement project; and

WHEREAS, The Nevada County Department of Public Works solicited proposals for firms to perform construction management services for the MRTS Improvement project; and

WHEREAS, on March 4, 2022, the County received proposals from four consultants to provide construction management services for the MRTS Improvement project; and

WHEREAS, a selection panel evaluated proposals and determined that Lawrence and Associates was the most qualified firm; and

WHEREAS, the contract will be effective from May 10, 2022, through June 30, 2024; and

WHEREAS, the negotiated contract amount \$625,000, plus a 20% contingency, for a not to exceed amount of \$750,000; and

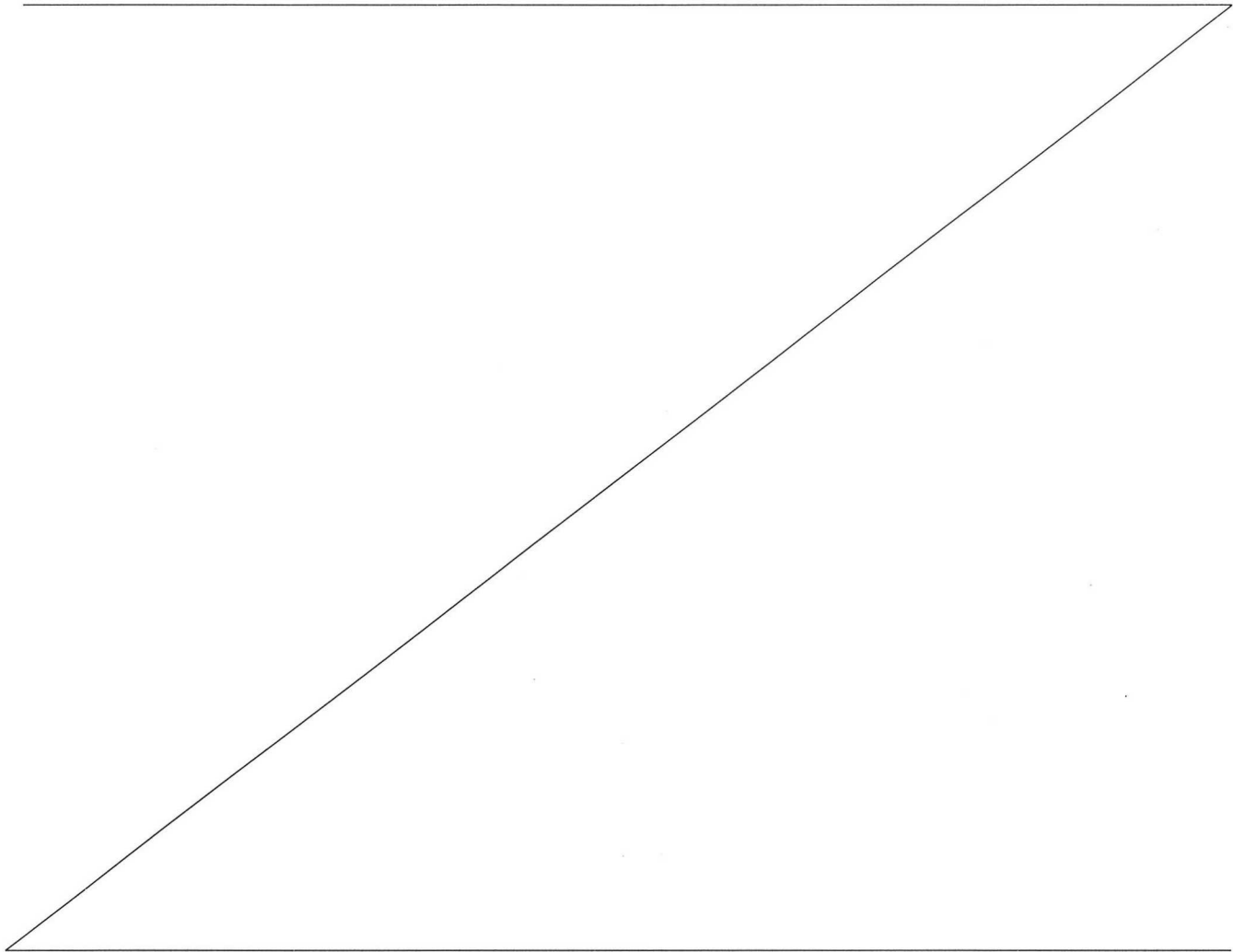
WHEREAS, a budget amendment is proposed for the Solid Waste Western budget fund 4117-91001-705-1000-540300; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors hereby finds and determines as follows:

1. Awards a contract to Lawrence and Associates, in the amount of \$625,000, plus a 20% contingency, for a not to exceed amount of \$750,000; and
2. Authorizes the Chair of the Board of Supervisors to execute contract documents and directs the Auditor-Controller to release Fund 4117 fund balance in the amount of \$750,000 and amend the Fiscal Year 2021/22 Solid Waste Western Budget as follows:

Increase:

4117-91001-705-1000-540300 \$750,000



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of May, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.  
Noes: None.  
Absent: None.  
Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Susan K. Hoek, Chair

5/10/2022 cc: SW\*  
AC\*(hold)

5/25/2022 cc: SW\*  
AC\*(release)

**Administering Agency:** Nevada County Department of Public Works  
**Contract No.** 152998  
**Contract Description:** **Construction Management Services for the McCourtney Road Transfer Station Improvement Project**

## **DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT**

**THIS DESIGN/ENGINEERING PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of May 10, 2022 by and between the County of Nevada, ("County"), and Lawrence & Associates (L&A) ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Seven Hundred and Fifty Thousand Dollars (\$750,000.00).**
3. **Term** This Contract shall commence on, 5/10/2022. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2024.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages  shall apply  shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **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 or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, 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 Contract, 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.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract**

12.1 **Definitions.** For purposes of this Section, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "County" shall include County, its officials, officers, agents, employees and volunteers.

12.2 **Consultant to Indemnify County.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify and hold harmless, the County, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the County, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the County, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the County and shall not exceed the Consultant's proportionate percentage of fault as provided for in Civil Code Section 2782.2.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the County, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the County, its officers, officials, employees and volunteers.

- 12.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify County for such loss or damage as is caused by the sole active negligence or willful misconduct of the County. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 12.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of County's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 12.5 **Defense Deposit.** The County may request a deposit for defense costs from Consultant with respect to a claim. If the County requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 12.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to County.
- 12.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 12.8 **Insurance Not a Substitute.** County does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 12.9 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section complies therewith.

13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
  - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
  - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
  - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** 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 comply 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.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

17. **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.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
19. **Financial, Statistical and Contract-Related Records:**
  - 19.1. **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.
  - 19.2. **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.
  - 19.3. **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.
20. **Termination**
  - A. A Material Breach, as defined pursuant to the terms of this Contract 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.
  - 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) calendar days written notice to Contractor**.
  - C. 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.

- D. County, upon giving **thirty (30) 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.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
  - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.

25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** 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.
28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
  - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
  - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

**COUNTY OF NEVADA:**

Nevada County  
Public Works Department  
Address: 950 Maidu Avenue, Suite 170  
City, St, Zip Nevada City, CA 95959  
Attn: David A. Garcia, Jr.  
Email: david.garcia@co.nevada.ca.us  
Phone: (530) 265-7038

**CONTRACTOR:**

Name of firm  
Lawrence & Associates (L&A)  
Address 3590 Iron Court  
City, St, Zip Shasta Lake, CA 96019  
Attn: Clayton Coles, CEG  
Email: ccoles@lwrnc.com  
Phone: (530) 275-4800


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

Executed as of the day first above stated:

**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.

**COUNTY OF NEVADA:**


By:  Date: 5/25/2022

Printed Name/Title: Honorable Sue Hoek, Chair, of the Board of Supervisors

By: 

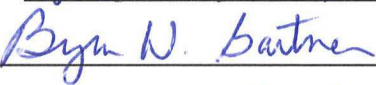
Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

**CONTRACTOR: Lawrence & Associates (L&A)**

By:  Date: 5-19-22

Name: Clayton F. Coles

\* Title: Vice President

By:  Date: 5/19/22

Name: Bryan W. Gartner

\* Title: Secretary

***\*If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

**Exhibits**

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements

## EXHIBIT A

### SCHEDULE OF SERVICES

The Lawrence & Associates will be expected to provide professional construction management services under the general direction of the County's Solid Waste Program Manager. Specific tasks may include, but are not limited to, the following:

#### **Contract Administration Services**

- Assist in the review and response to Vendor questions during the bidding process, evaluation of bids if requested by County and the preparation of contract documents.
- Review and monitor the project delivery schedule and amendments thereto. Assist County staff with enforcing the project delivery schedule.
- Act as a liaison between County staff and the Design Engineer (reference to the Design Engineer herein shall include any sub-consultants retained by said firm).
- Coordinate all Requests for Information (RFI) between the Construction Contractor and Design Engineer.
- Monitor contract compliance and report as needed to the County.
- Review and monitor invoices from the Construction Contractor.
- Assist in the review, preparation and processing of any Construction Contract Change Orders and Claims, as needed. This includes keeping track of contingency money.
- Assist County staff in creating and maintaining all project files, including requesting necessary documents from the Design Engineer and Construction Contractor, as needed. Establishing a record file which supports: 1) adequacy of field control, 2) conformance to contract specifications 3) payments to contractor. The file must be complete and organized and maintained in a manner that permits inspection by local agency.
- Prepare red-line set of record drawings
- Maintain well organized photographic/video records.
- Coordinate with the Design Engineer, Construction Contractor and County for compliance with all permitting requirements.

#### **Construction Inspection and Management Services**

- Act as the County liaison with the Contractor throughout the construction process.

- Coordinate and attend the pre-construction meeting and convene and document progress meetings on a regular schedule to be determined.
- Require, monitor and document compliance with the Project Plans and Specifications and any related permit requirements.
- Be present on the construction site while construction activity is in progress.
- Track subcontractor's work. Ensure contractor submits written request prior to substituting a contractor.
- Review working days, contract time and documenting time extensions. Provide weekly statement of working days.
- Review contractor performance.
- Ensure that inspections are done in accordance with the requirements of all regulatory and permitting agencies.
- Prepare and maintain daily inspector's report, including hours worked by persons and equipment. Detail must be sufficient to review contractors costs of work in a manner similar to force account.
- Measure the work completed in-place to verify quantities.
- Determine materials sampling, testing requirements and provide acceptance testing services in compliance with construction documents.
- Monitor for compliance with DIR, OSHA, SWPPP, and other labor, safety and health measures and report to the County as appropriate.
- Monitor traffic control, including placement of traffic control devices.
- Monitor project phasing to ensure continued operation of the McCourtney Road Transfer Station during construction.
- Review all items requiring corrective action and develop a 'punch list' for all corrective actions.
- Ensure contractor properly provides for the safety of workers.

## EXHIBIT B

### SCHEDULE OF CHARGES AND PAYMENTS

#### Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this contract.

#### Invoices

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

Submit all invoices to:

Nevada County  
Public Works Department  
Address: 950 Maidu Avenue, Suite 170  
City, St, Zip Nevada City, CA 95959  
Attn: David A. Garcia, Jr.  
Email: david.garcia@co.nevada.ca.us  
Phone: (530) 265-7038

#### Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.



## FEE SCHEDULE

(REVISED 4-5-2022)

The following Fee Schedule is specific to Lawrence & Associates (L&A) personnel. NV5 rates are shown on the following page and would be billed as a sub-consultant as a 15% surcharge.

### Professional Services (Non-Prevailing Wage)

<b>Engineering Geologist/Hydrogeologist</b>	
Senior .....	\$160/hour
Associate .....	\$145/hour
Staff .....	\$125/hour
<b>Engineer</b>	
Senior Registered Civil .....	\$180/hour
Associate Registered Civil .....	\$150/hour
Staff Civil .....	\$140/hour
Project Manager I / Construction Services Manager I .....	\$130/hour
Project Manager II / Construction Services Manager II .....	\$156/hour
AutoCAD Operator .....	\$105/hour
Clerical .....	\$77/hour
Travel Rate .....	\$100/hour

### Professional Services (Prevailing Wage)

Field Technician/Construction Inspector (Determination NC-63-3-9-2021-1)	\$155/hour
--	------------

### Notes: (These apply to both L&A and NV5 Fee Schedules)

1. Compensable travel and subsistence, as referenced in <https://www.dir.ca.gov/dlse/wages.pdf> shall include the sum of both the Travel hourly rate above, in addition to the Federal established reimbursable mileage rate (currently at \$0.585 per mile), calculated from portal to portal where the distance travelled one-way is greater than 40 miles from the site. This is anticipated to occur at approximately 3-week intervals during permitting, site and building construction, and project closeout. Frequency greater than this will be subject to approval by the County in advance.
2. Compensable travel and subsistence less than 40 miles from the jobsite shall not bill separate mileage. Hourly rates will apply for travel from place of work to jobsite (for NV5, officed in Nevada City), no expense related to commute from residence to place of work shall be billed. In circumstances when the employee travels direct from residence to the jobsite, this is considered commute and no hourly rate will apply for that associated time.
3. Overtime and overtime rates shall be based on employee's direct rate (based on employee's regular rate of pay" excluding overhead), refer to [https://www.dir.ca.gov/dlse/faq\\_overtime.htm](https://www.dir.ca.gov/dlse/faq_overtime.htm). Work week schedules and alternative work week schedules, as allowed by California Labor Code, shall follow the same as the General Contractor schedule, and approved by County at least the week prior to any changes.
4. Per Diem shall be based on the U.S. General Services Administration (GSA) per diem rates as shown at the attached link or as may be revised for the calendar year. Per Diem shall only be allowed on a case-by-case basis as approved by the County in advance and anticipated to only apply for special circumstances for this project. [https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems\\_report&state=CA&fiscal\\_year=2022&zip=95949&city=Grass%20Valley](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&state=CA&fiscal_year=2022&zip=95949&city=Grass%20Valley)

### Expenses, Materials, Outside Services

(All direct-job related expenses: reproduction, rental equipment, materials, subcontracted labor and equipment) ..... at cost + 15%





**2022 FEE SCHEDULE**

PERSONNEL	HOURLY RATE
Engineer/Geologist	
Assistant Engineer/Geologist .....	\$120
Staff Engineer/Geologist/Scientist I .....	\$143
Staff Engineer/Geologist II .....	\$148
Project Engineer/Geologist I .....	\$165
Project Engineer/Geologist II .....	\$170
Senior Engineer/Geologist .....	\$175
Associate Engineer/Geologist.....	\$190
Principal.....	\$240
Project Manager	
Project Manager I / Construction Services Manager I .....	\$130
Project Manager II / Construction Services Manager II.....	\$155
Senior Project Manager / Senior Construction Services Manager .....	\$175
Laboratory and Shop	
Laboratory Technician Shop Rate.....	\$90
Shop Welding Inspector .....	\$107
Administrative and Clerical	
Project Assistant.....	\$85
AutoCAD Operator .....	\$105
Technical Editor .....	\$90

PREVAILING WAGE SERVICES	HOURLY RATE
Field Construction Inspector.....	\$155
Field Soils and Materials Tester, Soil/Asphalt .....	\$127
ACI Concrete Tester .....	\$126
ICC Fireproofing .....	\$124
Proofload/Torque Testing.....	\$124
AWS/CWI Certified Welding Inspector.....	\$134
ICC Certified Structural Inspector .....	\$131
DSA Masonry/Shotcrete and Lead Inspector .....	\$140

FIELD EQUIPMENT	UNIT RATE
All-Terrain Vehicle .....	\$60/Day
Cone Penetrometer .....	\$123 Half Day/\$196 Full Day
Core Drill Machine .....	\$168 Half Day/\$278 Full Day
DAQ III/Seismic Refraction Survey.....	\$380/Day
Ground Penetrating Radar/Profometer .....	\$440/Day
Schmidt Hammer.....	\$26/day
Tension Ram .....	\$34/Day
Simple Field Infiltrometer.....	\$90/Day
Turbidity Meter .....	\$55/Day
Simple pH/Conductivity Meter.....	\$58/Day
Water Quality Meter (pH, conductivity, temperature, DO).....	\$119/Day

## 2022 LABORATORY TESTING SERVICES

Soil Aggregate Concrete Asphalt	ASTM TEST METHODS		UNIT COST			
■	■	ASTM A615	Reinforcing Steel Bend & Tensile Test to #8	\$124		
■	■	ASTM C39	Concrete Compressive Strength, 4x8	\$34		
■	■	ASTM C39	Concrete Compressive Strength, 6x12	\$50		
■	■	ASTM C40	Organic Impurities in Fine Aggregates for Concrete	\$42		
■	■	ASTM C78	Flexural Strength of Concrete	\$115		
■	■	ASTM C140	CMU Strength, Unit Weight, Absorption	\$250		
■	■	ASTM C780, C109	Compressive Strength Mortar	\$34		
■	■	ASTM C1019	Compressive Strength Grout	\$34		
■	■	ASTM C1314	Compressive Strength Masonry Prisms	\$125		
■	■	■	ASTM C136	D422A Full Sieve Particle Size Analysis	\$148	
■	■	■	ASTM D422B	Long Hydrometer Particle Size Analysis (specific gravity not included)	\$148	
■	■	■	ASTM D422C	Full Sieve w/ Long Hydrometer Particle Size Analysis (specific gravity not included)	\$195	
■	■	■	ASTM D698, D1557	Compaction Curves (4-inch mold)	\$224	
■	■	■	ASTM D698, D1557	Compaction Curves (6-inch mold)	\$235	
■	■	■	ASTM D854	Specific Gravity	\$100	
■	■	■	ASTM C117, D1140	No. 200 Mesh Wash Particle Size Analysis	\$96	
■	■	■	ASTM C131, CTM 211	Abrasion Resistance by LA Rattler	\$217	
■	■	■	ASTM D2166	Unconfined Compression Shear Strength	\$122	
■	■	■	ASTM D2216	Oven Moisture Content	\$34	
■	■	■	ASTM D2419	Sand Equivalent	\$120	
■	■	■	ASTM D2434	Constant Head Permeability	\$300	
■	■	■	ASTM D2435	One-Dimensional Consolidation	\$280	
■	■	■	ASTM D2844	Resistance Value	\$302	
■	■	■	ASTM D2850	Unconsolidated, Undrained, Triaxial Shear Strength (per point)	\$162	
■	■	■	ASTM D2937	Density-Moisture	\$39	
■	■	■	ASTM D3080	Direct Shear Strength (3 points minimum)	\$336	
■	■	■	ASTM D4318	Atterberg Indices (Dry Method)	\$169	
■	■	■	ASTM D4767	Consolidated, Undrained, Triaxial Shear Strength (per point)	\$195	
■	■	■	ASTM D4829	Expansion Index (UBC Expansion Index)	\$168	
■	■	■	ASTM D4832	Strength of CLSM	\$49	
■	■	■	ASTM D5084	Falling Head Permeability	\$278	
■	■	■	ASTM E605	Sprayed Fire-Resistive Materials Thickness and Density	\$104	
	CALIFORNIA TEST METHODS		UNIT COST			
■	■	■	■	CTM 202	Analysis of Fine Coarse Aggregate	\$146
■	■	■	■	CTM 205	Percent of Crushed Particles	\$96
■	■	■	■	CTM 206	Specific Gravity/Absorption Coarse Aggregate	\$118
■	■	■	■	CTM 207	Specific Gravity/Absorption Fine Aggregate	\$118
■	■	■	■	CTM 208	Apparent Specific Gravity of Fine Aggregate	\$108
■	■	■	■	CTM 216	Maximum Wet Density Determination	\$238
■	■	■	■	CTM 217	Sand Equivalent	\$120
■	■	■	■	CTM 226	Moisture Content by Oven	\$34
■	■	■	■	CTM 227	Evaluating Cleanness of Coarse Aggregate	\$112
■	■	■	■	CTM 229	Durability Index	\$168
■	■	■	■	CTM 234	Uncompacted Void Content of Fine Aggregate	\$118
■	■	■	■	CTM 235	Percent of Flat and Elongated Particles	\$97
■	■	■	■	CTM 308	Bulk Density Hot Mix Asphalt (HMA)	\$42
■	■	■	■	CTM 309	Max Specific Gravity of HMA	\$179
■	■	■	■	CTM 370	Moisture Content with Microwave	\$27
■	■	■	■	CTM 382	Asphalt Content by Ignition Method	\$176
■	■	■	■	CTM 382	Asphalt Content by Ignition Method Correction Factor Development	\$538
■	■	■	■	Caltrans LP 2, 3, 4	Aggregate Asphalt and Dust Proportion	\$179
	OTHER TEST METHODS		UNIT COST			
■	■	■	■	AASHTO T312B	Gyratory Compaction, 6" Specimen, Lab Mix (add \$110 for asphalt rubber)	\$395
■	■	■	■	AASHTO T312B	Gyratory Compaction, 6" Specimen, Plant Mix (add \$110 for asphalt rubber)	\$345
■	■	■	■	AASHTO T324B	Hamburg Wheel Track	\$1,535
■	■	■	■	CBC 2105A.4	CMU Bond Shear Strength of Core	\$185

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

## EXHIBIT C

### INSURANCE REQUIREMENTS

**Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iv) **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

#### Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.

- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies,

if approved by the County as noted above. In no cases shall the types of policies be different.

- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.



**SUMMARY OF CONTRACT**

**Contractor Name: Lawrence & Associates (L&A)**

**Description of Services: Construction Management Services for the McCourtney Road Transfer Station Improvement Project**

**SUMMARY OF MATERIAL TERMS**

**Max Multi-Year Price:** \$750,000.00

**Contract Start Date:** 5/10/2022

**Contract End Date:** 6/30/2024

**Liquidated Damages:** N/A

**INSURANCE POLICIES**

Commercial General Liability	(\$2,000,000)
Automobile Liability	(\$1,000,000)
Worker's Compensation	(Statutory Limits)
Professional Errors and Omissions	(\$2,000,000)

**LICENSES AND PREVAILING WAGES**

Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed. To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code

**NOTICE & IDENTIFICATION**

**COUNTY OF NEVADA:**

Nevada County  
Public Works Department

Address: 950 Maidu Avenue, Suite 170  
City, St, Zip Nevada City, CA 95959  
Attn: David A. Garcia, Jr.  
Email: david.garcia@co.nevada.ca.us  
Phone: (530) 265-7038

**CONTRACTOR:**

Name of firm  
Lawrence & Associates (L&A)

Address: 950 Maidu Avenue, Suite 170  
City, St, Zip Nevada City, CA 95959  
Attn: David A. Garcia, Jr.  
Email: ccoles@lwrnc.com  
Phone: (530) 265-7038

**Contractor is a:** (check all that apply)

- Corporation:  Calif.,  Other,  LLC,
- Non- Profit  Corp  Yes  No
- Partnership:  Calif.,  Other,  LLP,  Limited
- Person:  Individ.,  DbA,  Ass'n  Other

**EDD Worksheet Required**

- Yes  No

**ATTACHMENTS**

- Exhibit A:** Schedule of Services
- Exhibit B:** Schedule of Charges and Payments
- Exhibit C:** Insurance Requirements

**Exhibit D:** Liquidated Damages