

PERSONAL SERVICES CONTRACT

County of Nevada, California

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

Contractor's Name: APSI Construction Management

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

(§1) **Description of Services: Construction Management Services for the Nevada County Operations Center**

SUMMARY OF MATERIAL TERMS

(§2)	Maximum Contract Price:	\$1,066,327		
(§3)	Contract Beginning Date:	April 25, 2018	Contract Termination Date:	Dec. 31, 2019
(§4)	Liquidated Damages:	Ø		

INSURANCE POLICIES

Designate all required policies:

			Req'd	Not Req'd
(§6)	Commercial General Liability	(\$1,000,000)	x	_____
(§7)	Automobile Liability	(\$ 300,000) Personal Auto	x	_____
		(\$1,000,000) Business Rated	x	_____
		(\$1,000,000) Commercial Policy	_____	_____
(§8)	Worker's Compensation		x	_____
(§9)	Errors and Omissions	(\$1,000,000)	_____	_____

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26)	Contractor: APSI Construction Management 717 K. Street Ste 534 Sacramento, CA 95814	County of Nevada: Department of Information and General Services 950 Maidu Avenue Nevada City, CA 95959
	Contact Person: Ron Mann (Sacramento Area Manager)	Contact Person: Justin Drinkwater (Director of Facility Services)
	e-mail: ron.mann@apsicm.com	e-mail: justin.drinkwater@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation: Calif., Other, LLC, Non-profit
 Partnership: Calif., Other, LLP, Limited
 Person: Indiv., Dba, Ass'n, Other

EDD: Independent Contractor Worksheet Required: Yes No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes No

ATTACHMENTS

Designate all required attachments:

		Req'd	Not Req'd
Exhibit A:	Schedule of Services (Provided by Contractor)	x	_____
Exhibit B:	Schedule of Charges and Payments (Paid by County)	x	_____
Exhibit C:	Schedule of Changes (Additions, Deletions & Amendments)	x	_____
Exhibit D:	Schedule of HIPAA Provisions (Protected Health Information)	_____	x

Terms

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

Services

1. **Scope of Services:**

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

Payment

2. **Charges and Payments:**

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

Time for Performance

3. **Contract Term:**

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

4. **Liquidated Damages:**

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

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

5. **Time of the Essence:**

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

Insurance

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

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

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

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

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

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

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

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

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

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

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

9. Errors and Omissions:

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

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

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

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

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

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

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶12, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

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

Personal Services

12. Contractor as Independent:

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

13. Assignment and Subcontracting:

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

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

14. Licensing and Permits:

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

Public Contracts

15. Prevailing Wage and Apprentices:

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

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

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

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

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

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

16. Accessibility (County Resolution No. 00190):

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

17. Nondiscriminatory Employment:

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

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

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

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

19. Cost Disclosure:

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

Default and Termination

20. Termination:

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

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

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

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

Miscellaneous

21. Books of Record and Audit Provision:

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

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

22. Intellectual Property:

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

23. Entire Agreement:

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

24. Jurisdiction and Venue:

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

25. Compliance with Applicable Laws:

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

26. Notices:

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

27. Authority:

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

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

CONTRACTOR:

JAY LOSAK, PRESIDENT
Name: _____
Title: _____
Dated: 4/11/2018

COUNTY OF NEVADA:

Honorable Edward C. Scofield
Chair, Board of Supervisors
Dated: _____

ATTACHMENTS:

- Exhibit A Schedule of Services
- Exhibit B Schedule of Charges and Payments
- Exhibit C Schedule of Changes

Attest: _____
Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"

SCHEDULE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described herein, revised Scope of Services, the **RFP for Construction Management Services –Nevada County Operations Center** and Consultant's response to said document. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit B.

The schedule of services assumes pre-construction services will begin sometime in April 2018 and go through August 2018. Construction is planned for a late August start with a 16-month, 480 calendar day duration. We have also assumed one month for closeout and move management activities.

Listed below is a summary of the scope activities we have included in our budgeted hours for the pre-construction and construction phases. Please reference Section 4 Project Approach, from our original proposal, for further detail concerning our management approach for several of the typical CM scope items that will be required to successfully manage this project.

Pre-Construction Phase

- Constructability Review – perform a constructability review of the latest plans and specifications, provide review comments to LDA, and back-check to confirm if those review comments are incorporated in the final plan submission.
- Division 0 & Division 1 Development – review the County General Conditions template and then work with the County PM to customize and develop the final General Conditions specifically tailored to the needs of this project.
- Bid Phase Management and Bid Evaluations – to be done by the County

Construction Phase

- Attend the Pre-Bid & chair the Pre-Construction meeting
- Our project manager will be the primary point of contact for coordination between the Contractor, A/E and Owner.
- Daily CM Quality Assurance site inspections during construction
- Contract administration and documentation. Provide regular reports as required by stakeholders and the project team (Monthly and Weekly reports)
- Change order management, estimating and negotiation
- Chair construction progress meetings and other coordination meetings as applicable. Provide agendas and minutes
- Evaluate and process pay applications
- Analyze and comment on contractor schedule submissions.
- Provide for and manage the Special Inspections firm
- Labor compliance monitoring – perform periodic labor interviews, at least one per trade per month.
- Manage the closeout process
- Check that materials installed by the Contractor match approved submittals
- Issue non-compliance notices and document any safety concerns
- Review and track RFI's
- Monitor for SWPPP compliance
- Establish procedure in the Specifications for the Contractor to have a sign-in sheet to log and report on all personnel on-site. Collect reports and monitor compliance

Sub Consultants

We have included the following sub-consultant services as requested. Budget amounts listed in the Table on p. 4 for sub consultants include a 5% mark-up.

- **Special Inspections** - The special Inspection budget amount listed is based on a proposal from H&K, for \$82,748, plus a 10% contingency. For your information, a copy of H&K's proposal and rate sheet are attached.
- **CASp Inspections** – See attached proposal, from Lionakis/Michelle Davis, CASp, for \$13,140, to review the contract documents and provide comments during the constructability review process and do a project final CASp site inspection for compliance and provide reports.
- **Labor Compliance Monitoring** – see attached proposal, from Contractor Compliance and Monitoring, Inc.. This proposal outlines their proposed level of effort and fee of \$2500/month.
- **OPTIONAL Partnering** – see attached proposal and scope of services, from AIM Consulting, for \$8,393, to provide a ½ day partnering session as requested.

This proposal assumes that the contractor will be provide a fully furnished on- site office trailer, power, phone and internet service as well as a copier/printer/scanner. We will work with the County PM to define the specification for this trailer for inclusion in the General Conditions. APSI will provide our project manager with a laptop and applicable software.

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

Payment requests shall be subject to review and approval by Nevada County. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the scope of services. All payment requests shall be subject to the following budget:

Progress payments will be made monthly in arrears based on services provided and actual allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 19-TERMINATION.

The COUNTY shall reimburse the CONSULTANT for actual travel expenses incurred by the CONSULTANT in performance of this work, including the use of private vehicles at the current State Department of Personnel Administration (SDPA) rate, while traveling for purposes required for the project other than commuting between the project site and the CONSULTANT'S headquarters. Commuting travel time and mileage to and from the project site is not reimbursable. In addition, CONSULTANT'S personnel shall be reimbursed per diem expenses at a rate not to exceed the currently authorized rate for state employees under SDPA rules.

Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the COUNTY'S Project Manager.

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

1. **PROGRESS SCHEDULE**

- 1.1 The below referenced progress schedule shows the dates at which the CONTRACTOR will start and complete the several parts of the work and shall conform to the completion time specified in the Contract. The COUNTY may submit comments on the work schedule. Acceptance of the schedule by COUNTY shall not constitute approval of the Plan by CONTRACTOR for completion of the work.
- 1.2 The CONTRACTOR shall review and, if necessary, revise the progress schedule at least once a month. In any event, the CONTRACTOR shall submit a current schedule to the Contract Administrator at the Contract Administrator's request at any time during the Contract period.
- 1.3 No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the Engineer. An updated schedule shall be required from the CONTRACTOR if the project falls ten (10) working days behind schedule. For delays or portions of delays for which the CONTRACTOR is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the Project on schedule.

2. **PROMPT PAYMENT PROVISIONS**

- 2.1 Prompt payment provisions in accordance with Section 20104.50 of the Public Contract Code shall apply to this contract.
- 2.2 If COUNTY fails to make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from CONTRACTOR, COUNTY shall pay interest to CONTRACTOR equivalent to 0.833% per month (10% per annum).
- 2.3 COUNTY shall review each payment request as soon as practicable after receipt to determine whether the payment request is proper. Any payment request determined to

be an improper payment request shall be returned to CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

3. **PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS:** No retainage will be withheld by the agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontract performance, or noncompliance by a subcontractor.

Construction Management Services for the Nevada County Operations Center

Construction Duration	16 Months (480-Calendar Days)																			
Construction Estimate	\$15 Million	Construction Phase															Close-out / Move Mgt			
	Months	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	HRS	TOTAL
		Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19		

Expenses																				
Supplies / Consumables		\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$850
Expenses Total		\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$850

Direct Job Labor (Hours/month)

APSI Labor Category	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	HRS	TOTAL	
	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19			
Project Executive	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	0	256	\$42,016	
Project Manager	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	2,856	\$424,200
Project Engineer	80	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	2,768	\$298,704
Scheduler	8	64	40	16	16	16	16	16	16	16	16	16	16	16	16	16	16	0	320	\$44,080
Estimator		16	16	16	16	16	16	24	24	24	24	24	24	24	24	24	24	0	312	\$43,360
APSI CM hours	272	432	408	384	384	384	384	392	392	392	392	392	392	392	392	392	336		\$852,960	

Total 6,512 \$859,210

Pre-Construction and Other Services

Specialty Testing and Inspections (H&K)	1 LS	\$95,160	
Pre-Construction Phase Mgt / Manage Project Delivery Schedule	40 hrs	\$6,400	
Constructability Review	160 hrs	\$23,200	
General Conditions, Div 0 & 1 Development	64 hrs	\$10,240	
Bid Phase Support	16 hrs	\$2,320	
CASp Inspection (Lionakis-Michelle Davis)	1 LS	\$13,797	
Labor Compliance Monitoring (CCM)	1 LS	\$42,000	

Total Pre-Construction and Other Services \$193,117 \$193,117

OPTIONAL - Partnering (AIM Consulting) \$8,813

Grand Total Billing Rates \$1,046,327

	2018	2019
Project Executive	\$160.00	\$166.00
Project Manager	\$145.00	\$150.00
Project Engineer	\$105.00	\$109.00
Scheduler	\$135.00	\$140.00
Estimator	\$135.00	\$140.00

EXHIBIT "C"

SCHEDULE OF CHANGES

Changes: The section titled liquidated damages has been **waived in its entirety**.

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.

Approved by County Counsel

Revised Scope of Services



April 06, 2018

Josette Reina-Luken
Chief Fiscal & Administrative Officer
County of Nevada – Information & General Services
950 Maidu Ave
Nevada City, CA 95959

RE: Nevada County Operations Center – Construction Management Services Proposal

Dear Josette,

We thank you for the opportunity to provide Construction Management Services for the Nevada County Operations Center project.

Listed in the Table on page 4 are the initial proposed budgeted hours and rates for this project. Based on our conversations with you, our proposal assumes pre-construction services will begin sometime in April 2018 and go through August 2018. Construction is planned for a late August start with a 16-month, 480 calendar day duration. We have also assumed one month for closeout and move management activities.

Listed below is a summary of the scope activities we have included in our budgeted hours for the pre-construction and construction phases. Please reference Section 4 Project Approach, from our original proposal, for further detail concerning our management approach for several of the typical CM scope items that will be required to successfully manage this project.

Pre-Construction Phase

- Constructability Review – perform a constructability review of the latest plans and specifications, provide review comments to LDA, and back-check to confirm if those review comments are incorporated in the final plan submission.
- Division 0 & Division 1 Development – review the County General Conditions template and then work with the County PM to customize and develop the final General Conditions specifically tailored to the needs of this project.
- Bid Phase Management and Bid Evaluations – to be done by the County

Construction Phase

- Attend the Pre-Bid & chair the Pre-Construction meeting
- Our project manager will be the primary point of contact for coordination between the Contractor, A/E and Owner.
- Daily CM Quality Assurance site inspections during construction

- Contract administration and documentation. Provide regular reports as required by stakeholders and the project team (Monthly and Weekly reports)
- Change order management, estimating and negotiation
- Chair construction progress meetings and other coordination meetings as applicable. Provide agendas and minutes
- Evaluate and process pay applications
- Analyze and comment on contractor schedule submissions.
- Provide for and manage the Special Inspections firm
- Labor compliance monitoring – perform periodic labor interviews, at least one per trade per month.
- Manage the closeout process
- Check that materials installed by the Contractor match approved submittals
- Issue non-compliance notices and document any safety concerns
- Review and track RFI's
- Monitor for SWPPP compliance
- Establish procedure in the Specifications for the Contractor to have a sign-in sheet to log and report on all personnel on-site. Collect reports and monitor compliance

Sub Consultants

We have included the following sub-consultant services as requested. Budget amounts listed in the Table on p. 4 for sub consultants include a 5% mark-up.

- **Special Inspections** - The special Inspection budget amount listed is based on a proposal from H&K, for \$82,748, plus a 10% contingency. For your information, a copy of H&K's proposal and rate sheet are attached.
- **CASp Inspections** – See attached proposal, from Lionakis/Michelle Davis, CASp, for \$13,140, to review the contract documents and provide comments during the constructability review process and do a project final CASp site inspection for compliance and provide reports.
- **Labor Compliance Monitoring** – see attached proposal, from Contractor Compliance and Monitoring, Inc.. This proposal outlines their proposed level of effort and fee of \$2500/month.
- **Partnering** – see attached proposal and scope of services, from AIM Consulting, for \$8,393, to provide a ½ day partnering session as requested.

This proposal assumes that the contractor will be providing us with a fully furnished on-site office trailer, power, phone and internet service as well as a copier/printer/scanner. We will work with the County PM to define the specification for this trailer for inclusion in the General Conditions. APSI will provide our project manager with a laptop and applicable software.

We thank you for inviting us to submit this proposal. If you have any questions regarding our proposal, please contact me at (916) 706-3715.

Sincerely,



Ron Mann
Sacramento Area Manager

Construction Management Services for the Nevada County Operations Center

16 Months (480-Calendar Days)

\$15 Million Construction Phase

Close-out /
Move Mgt

Months	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	TOTAL		
Months	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	HRS		
Supplies / Consumables	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$850		
Expenses Total	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$850		
Direct Job Labor (Hours/month)																				
APSI Labor Category																				
Project Executive	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	0	256	
Project Manager	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	2,856
Project Engineer	80	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	2,768
Scheduler	8	64	40	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	320
Estimator	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	312
APSI CM hours	272	432	408	384	384	384	384	392	392	392	392	392	392	392	392	392	392	392	392	336

Pre-Construction and Other Services	Total	6,512	\$859,210
Specialty Testing and Inspections (H&K)	1 LS	\$95,160	
Pre-Construction Phase Mgt / Manage Project Delivery Schedule	40 hrs	\$6,400	
Constructability Review	160 hrs	\$23,200	
General Conditions, Div 0 & 1 Development	64 hrs	\$10,240	
Bid Phase Support	16 hrs	\$2,320	
CASp Inspection (Lonakis-Michelle Davis)	1 LS	\$13,797	
Labor Compliance Monitoring (CCMII)	1 LS	\$42,000	
Partnering (AIM Consulting)	1 LS	\$8,813	
Total Pre-Construction and Other Services		\$201,930	

Grand Total	Total	6,512	\$1,055,140
Grand Total			\$201,930
Grand Total			\$1,055,140

Billing Rates	2018	2019
Project Executive	\$160.00	\$166.00
Project Manager	\$145.00	\$150.00
Project Engineer	\$105.00	\$109.00
Scheduler	\$135.00	\$140.00
Estimator	\$135.00	\$140.00



Proposal No. PL17242
January 15, 2018

Ron Mann
APSI Construction Management
717 K Street, Suite 534
Sacramento, California 95814

Reference: *Nevada County Operations Center*
Nevada County, California

Subject: *Proposal for Special Inspection and Materials Testing Services*

Dear Mr. Mann,

Holdrege & Kull (H&K) is pleased to present you with this proposal to provide special inspection and materials testing services during the construction of the Nevada County Operations Center project in Nevada County, California.

PROPOSED SCOPE OF SERVICES

Based on our understanding of the project, the project will require special inspection to verify compliance with the client provided specifications and plans. Unless otherwise specified, an engineering technician with the appropriate qualifications from H&K will perform each task. H&K will perform the following scope of services as requested:

- Periodic to continuous field moisture/density testing and observation per California Building Code (2016) during construction of engineered fill.
- Periodic to continuous field moisture/density testing and observation per California Building Code (2016) during construction of trench backfill.
- Periodic to continuous special inspection per California Building Code (2016) during construction of structural steel (welding) in the shop.
- Periodic to continuous special inspection per California Building Code (2016) during construction of structural steel (welding/bolting) in the field.
- Periodic to continuous special inspection per California Building Code (2016) during construction of structural concrete.
- Periodic to continuous special inspection per California Building Code (2016) during construction of structural masonry.

- Periodic to continuous special inspection and observation during placement of Hot Mix Asphalt.
- Prepare and distribute field and/or laboratory reports detailing the results of testing performed.

SCHEDULE

We will perform the services outlined above once H&K receives authorization to proceed, weather and site conditions permitting. The time required for our services is dependent on the contractor's schedule. H&K relies on the client or the client's representative to notify H&K 24 hours in advance of work being performed which requires observation and/or testing.

TERMS

Actual fees will depend on contractor and subcontractor efficiency, suppliers, production schedules, and manpower commitments to various phases of construction. Actual fees will be based on the project specific fee schedule. Should any conditions be encountered which require additional testing outside the scope of services outlined above, we will advise you promptly and obtain your approval on a recommended course of action. We have assumed that prevailing wage rates will apply during the course of the contract. We estimate the cost to provide the services outlined above and detailed in the attached fee estimate will be \$82,748.

We appreciate the opportunity to submit this proposal and we look forward to working with you. If this proposal is acceptable, please contact our office to arrange authorization to provide the services outlined above as requested. If you have any questions or need further information, please call.

Sincerely,

HOLDREGE & KULL


John Atkinson
Principal

Attached: NC Operations Center Fee Schedule

P:\2 Proposals\1 - 2017 Proposals\PL17242 NC Operations Center\PL17242 NC Operations Center Proposal.doc

Nevada County Operations Center

Fee Schedule

Personnel	Hourly Rate
Project Assistant	\$78
AutoCAD Operator	\$100
Technical Editor	\$80
Assistant Engineer/Geologist	\$117
Staff Scientist	\$132
Staff Engineer/Geologist	\$132
Project Engineer/Geologist	\$150
Senior Engineer/Geologist	\$160
Associate Engineer/Geologist	\$170
Principal	\$235
Expert Testimony and Deposition (four-hour minimum)	\$320
Engineering Technician I	\$87
Engineering Technician II	\$92
Engineering Technician III	\$97
Certified Welding Inspector (CWI/AWS)	\$108
Non-Destructive Testing (NDT) Technician	\$108
ASNT Level III	\$159
Supervisory Technician	\$116
Construction Services Manager I	\$144
Construction Services Manager II	\$158

Prevailing Wage Services	Hourly Rate
Field Soils and Materials Tester, Soils/Asphalt	\$111
ACI Concrete Tester	\$111
ICC Fireproofing	\$109
Proofload/Torque Testing	\$109
AWS/CWI Certified Welding Inspector	\$116
ASNT Level II Non-Destructive Testing (NDT) Technician	\$122
ICC Certified Structural Inspector	\$114
DSA Masonry/Shotcrete and Lead Inspector	\$122
Travel Time – Tester/Inspector	\$87

Field Equipment	Unit Rate
All-Terrain Vehicle	\$44/Day
Cone Penetrometer	\$150/Day
Core Drill Machine	\$180 Half Day/\$240 Full Day
DAQ III/Seismic Refraction Survey	\$350/Day
Excavator with Operator	\$128/Hour
Pachometer	\$42/Day
pH/Conductivity Meter	\$52/Day
Photoionization Detector (PID)	\$106/Day
Tension Ram	\$32/Day
Turbidity Meter	\$52/Day
Water Quality Meter (pH, conductivity, temperature, DO)	\$106/Day
1.5-Inch Pump and Controllers	\$136/Day
4-Inch Pump with Trailer	\$162/Day

Notes

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

Soil
Aggregate
Concrete
Asphalt

2017 LABORATORY TESTING SERVICES

ASTM Test Methods		Unit Cost
■	ASTM A615, Reinforcing Steel Tensile Test to #8	\$87
■	ASTM A615, Reinforcing Steel Bend Test to #8	\$28
■	ASTM C39, Concrete Compressive Strength, 4x8	\$32
■	ASTM C39, Concrete Compressive Strength, 6x12	\$40
■	ASTM C78, Flexural Strength of Concrete	\$103
■	ASTM C140, CMU Strength, Unit Weight, Absorption	\$195
■	ASTM C780, Compressive Strength Mortar	\$32
■	ASTM C1019, Compressive Strength Grout	\$32
■	ASTM C1314, Compressive Strength Masonry Prisms	\$111
■ ■ ■	ASTM C136, D422A Full Sieve Particle Size Analysis	\$132
■	ASTM D422B, Long Hydrometer Particle Size Analysis (specific gravity not included)	\$132
■ ■	ASTM D422C, Full Sieve w/ Long Hydrometer Particle Size Analysis (spec. gravity not incl.)	\$175
■ ■	ASTM D698, D1557, Compaction Curves (4-inch mold)	\$205
■ ■	ASTM D698, D1557, Compaction Curves (6-inch mold)	\$215
■ ■	ASTM D854, Specific Gravity	\$90
■ ■ ■	ASTM C117, D1140, No. 200 Mesh Wash Particle Size Analysis	\$87
■	ASTM D2166, Unconfined Compression Shear Strength	\$111
■ ■	ASTM D2216, Oven Moisture Content	\$29
■ ■	ASTM D2419, Sand Equivalent	\$108
■ ■	ASTM D2434, Constant Head Permeability	\$174
■ ■	ASTM D2435, One-Dimensional Consolidation (per point)	\$26
■ ■	ASTM D2844, Resistance Value	\$271
■ ■	ASTM D2850, Unconsolidated, Undrained, Triaxial Shear Strength (per point)	\$147
■ ■	ASTM D2937, Density-Moisture	\$35
■	ASTM D3080, Direct Shear Strength (3 points minimum)	\$303
■	ASTM D4318, Atterberg Indices (Dry Method)	\$152
■	ASTM D4546, One-Dimensional Settlement or Swell (per point)	\$87
■	ASTM D4767, Consolidated, Undrained, Triaxial Shear Strength (per point)	\$175
■	ASTM D4829, Expansion Index (UBC Expansion Index)	\$152
■	ASTM D4832, Strength of CLSM	\$44
■	ASTM D5084, Falling Head Permeability	\$249
California Test Methods		
■ ■ ■ ■	CTM 202, Analysis of Fine Coarse Aggregate	\$132
■ ■	CTM 205, Percent of Crushed Particles	\$87
■ ■ ■	CTM 206, Specific Gravity/Absorption Coarse Aggregate	\$108
■ ■ ■	CTM 207, Specific Gravity/Absorption Fine Aggregate	\$108
■ ■	CTM 208, Apparent Specific Gravity of Fine Aggregate	\$98
■ ■	CTM 216, Maximum Wet Density Determination	\$217
■ ■ ■ ■	CTM 217, Sand Equivalent	\$108
■ ■ ■ ■	CTM 226, Moisture Content by Oven	\$29
■ ■ ■	CTM 227, Evaluating Cleanness of Coarse Aggregate	\$103
■ ■	CTM 229, Durability Index	\$152
■ ■ ■	CTM 234, Uncompacted Void Content of Fine Aggregate	\$108
■ ■	CTM 235, Percent of Flat and Elongated Particles	\$87
■	CTM 308, Bulk Density Hot Mix Asphalt (HMA)	\$38
■	CTM 309, Max Specific Gravity of HMA	\$162
■	CTM 370, Moisture Content with Microwave	\$25
■	CTM 382, Asphalt Content by Ignition Method	\$159
■	CTM 382, Asphalt Content by Ignition Method Correction Factor Development	\$490
■	Caltrans LP 2, 3, 4 Aggregate Asphalt and Dust Proportion	\$162

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

April 6, 2018

Jay Losak
APSI Construction Management
8885 Research Dr.
Irvine, CA 92618

Re: Nevada County Operations Center

Dear Jay:

Lionakis is pleased to submit our fee proposal for Nevada County Operations Center, Accessibility 3rd party plan review and CASp verification of constructed work.

DESCRIPTION OF PROJECT

The project consists of one building with one on grade parking lot, located at 12350 La Barr Meadows Road, Grass Valley, CA 95949

We propose a scope of Services and Deliverables as follows:

SERVICES

Construction Administration

1. One review of construction drawings provided by APSI, for conformance with the accessibility requirements of the 2016 California Building Code Chapter 11B (CBC) and the 2010 Americans with Disabilities Act Standards (ADA-S).
2. Review is limited to a maximum of twenty-four (24) hours of reviewer's time, and does not include back check review of any changes to the documents, or review of change orders, requests for information, or other changes made to the documents during construction. Review also does not include any conference calls, meetings, or coordination with architect of record or construction team.

Close Out

1. Site visit(s) to verify that required accessible elements and features shown in the construction documents meet the requirements of the CBC and ADA-S, as noted above.
 - a. The site visit(s) is/are expected to occur at the end of construction. No interim, rough in, or progress visits are included in the scope.
 - b. The site visit(s) are anticipated to take place in two phases: one initial visit over two consecutive days for preliminary verification and punch list, and one final verification visit, done in one day, to confirm that punch list items have been corrected, for a total of twenty-four (24) hours of field / site visit time.
 - c. Interim or additional site visits are excluded from the scope.
2. One field report (punch list), with photos as needed to clarify the conditions found, indicating any non-conforming items.
3. One final letter or report, as appropriate, either confirming conformance or listing uncorrected items.

CLARIFICATIONS

Lionakis' services shall be limited to those expressly set forth above. If scope of work or deliverables is not specifically listed above they are not considered part of this agreement. Lionakis shall have no other obligations, responsibility or deliverables for the project except as agreed to in writing.

DELIVERABLES (INCLUSIVE OF ALL CONSULTANTS)

Construction Administration

1. One annotated pdf file of the construction documents, delivered electronically, with reviewer's comments.

Close Out

1. One field conditions report, with photos, as noted above.
2. One final field conditions report with photos, or letter confirming conformance.

COMPENSATION

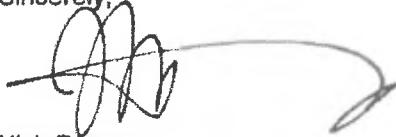
1. Compensation will be on a phased, fixed fee basis as follows:

Construction Administration Services:	\$5,260.00
Close Out:	\$7,180.00
Reimbursable Expenses (see below)	\$700.00
Total Contract Amount:	\$13,140.00

2. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and will be billed at 1.10% of actual cost. These charges include, but are not limited to, expenses incurred which are directly related to the Project, such as reproductions, plans and plots for owner, agency or contractor's use, standard form documents, postage, handling and delivery of Instruments of Service, and mileage. Reimbursable expenses are not expected to exceed \$700.00, see attached Exhibit C for anticipated expenses.

We appreciate the opportunity to provide this proposal and are looking forward to working with you on this project. Please do not hesitate to contact me or Michelle Davis if you require any more information.

Sincerely,



Nick Docous
Principal

Encl.: Fee Schedule, Exhibit B Work Breakdown, Exhibit C Expenses Breakdown

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Principal.....	\$220.00
Associate Principal.....	\$205.00
Senior Associate.....	\$195.00
Director of Healthcare Planning.....	\$195.00
Director of Accessibility.....	\$195.00
Director of Sustainability.....	\$185.00
Director of Planning.....	\$185.00
Associate.....	\$185.00
 <u>ARCHITECTURAL SERVICES</u>	
Project Director – Architecture.....	\$175.00
Senior Project Manager – Architecture.....	\$165.00
Specifications Writer.....	\$165.00
Project Manager – Architecture.....	\$150.00
Senior Architect.....	\$150.00
Project Architect.....	\$135.00
Senior Designer – Architecture.....	\$130.00
Staff Architect.....	\$125.00
Project Designer – Architecture.....	\$115.00
Staff Designer – Architecture.....	\$105.00
Designer – Architecture.....	\$95.00
Specification Technician.....	\$95.00
 <u>INTERIOR DESIGN SERVICES</u>	
Project Director – Interiors.....	\$165.00
Senior Project Manager – Interiors.....	\$155.00
Project Manager – Interiors.....	\$145.00
Senior Designer – Interiors.....	\$120.00
Project Designer – Interiors.....	\$105.00
Staff Designer – Interiors.....	\$90.00
Designer – Interiors.....	\$80.00
 <u>STRUCTURAL ENGINEERING SERVICES</u>	
Project Director – Engineering.....	\$175.00
Senior Project Manager – Engineering.....	\$170.00
Project Manager – Engineering.....	\$160.00
Senior Engineer.....	\$160.00
Project Engineer.....	\$150.00
Staff Engineer.....	\$140.00
Senior Drafter – Engineering.....	\$130.00
Project Designer – Engineering.....	\$125.00
Project Drafter – Engineering.....	\$115.00
Staff Designer – Engineering.....	\$115.00
Designer – Engineering.....	\$105.00
Staff Drafter – Engineering.....	\$105.00
Drafter – Engineering.....	\$90.00
 <u>PROJECT SUPPORT SERVICES</u>	
Graphics Creative Director.....	\$155.00
Senior Graphic Designer.....	\$125.00
Graphic Designer.....	\$95.00
Senior Project Coordinator.....	\$90.00
Project Coordinator.....	\$80.00
Staff Technician.....	\$65.00
Consultant.....	Direct Cost + 10%
Reimbursables.....	Direct Cost + 10%
<i>Blueprints, Photocopies, Shipping, Photography, Plotting, Renderings, Travel Expenses, Agency Fees, etc.</i>	
Mileage.....	per IRS standard rate



Nevada County Operations Center - Exhibit B Work Breakdown

<i>Task</i>	<i>Hours</i>	<i>Rate</i>	<i>Total</i>
CASp Plan Review	24	195	\$4,680
CASp Site Visits	24	195	\$4,680
CASp Field Reports	8	195	\$1,560
Principal Oversight & Review	2	220	\$440
Admin/Clerical	12	90	\$1,080
	70		\$12,440 <i>Total</i>

A/E Services Proposal
 Accessibility Monitoring
 Nevada County Operations Center
 4/6/2018



Exhibit C - Schedule of Direct Expenses

Reprographics	50
Shipping/Postage	50
Travel to/from Project Site (below)	589
	<u>\$ 689</u> <i>say \$700</i>

<u>Standard Trip</u>		Rate	Total
Mileage	120 miles	0.545	65.40
Lodging	- night	125.00	-
Per Diem	- days	60.00	-
			<u>\$ 65.40</u>

Trips

Scope Definition	3 Field verification site visits		
Total	3 trips	\$196	\$589



Contractor Compliance and Monitoring Inc.'s
Proposal for Labor Compliance Program Services
APSI
County of Nevada Operations Center Project

Contractor Compliance and Monitoring, Inc.

Northern California
635 Mariners Island Blvd. #200
San Mateo, CA 94404
Phone: 650-522-4403
Fax: 650-522-4402

Southern California
2343 Donnington Way
San Diego, CA 92139
619-472-9065
619-472-9067

1. Firm Information/Qualifications

Contractor Compliance and Monitoring, Inc. (CCMI) was incorporated in 2002 and has remained a California corporation in good standing since that time. CCMI was approved by the Department of Industrial Relations in February 2003¹ as a Third-Party Labor Compliance Program Administrator and has continued to provide Labor Compliance Program (LCP) services to contractors, developers and public agencies (school districts, water districts, cities, counties, other public agencies) from Yreka to Chula Vista.

Deborah Wilder, President

Deborah Wilder has been a practicing attorney in the field of construction and prevailing wage compliance for over 35 years. She has represented scores of contractors in both State and Federal prevailing wage audits, apprentice issues and pension benefit issues. Her experience includes reviewing certified payrolls, interviewing employees and subcontractors regarding potential prevailing wage violations, calculating penalties and negotiating settlements with the DIR, filing appropriate legal action, and dealing with issues of enforcement of penalties and representing contractors in administrative debarment actions with the DIR.

She has been hired as an “expert” in the field of prevailing wages and has made dozens of educational presentations to contractors and public agencies on the issue of prevailing wage compliance, including presentations before and in conjunction with: Women Construction Owners and Executives, USA, American Subcontractors Association, California Department of Corrections, California Department of Transportation, and the U.S. Small Business Administration.

Deborah is a much sought-after instructor in the field of prevailing wages consulting, conducting nearly a dozen seminars and webinars on the topic each year. This includes all day workshops for Associated Builders and Contractors, numerous Builder’s Exchanges and private contractors. She also participates in a national webinar each year with Associated General Contractors of America

Deborah also served on the Board of Directors of the Construction Craft Training Center from 1995-1997. CCTC is a licensed post-secondary educational facility which provides apprenticeship and training programs to both union and open shop training programs, including such companies as PG&E. As CCMI’s president, she has also written LCPs for several School Districts, Cities and the University of California.

Deborah is the author of *What Every Contractor Should Know about Prevailing Wages* © 2010, 2nd Edition 2015 focusing on federal and California prevailing wage requirements and *AGC of America’s Davis-Bacon and Federal Contractor’s Compliance Manual*. 3rd Ed © 2010, 4th Ed. © 2012; *Davis Bacon Handbook for Public Agencies* © 2012; 2nd Edition 2016.

¹ DIR stopped approving 3rd party LCPs in 2011.

2. Labor Compliance Program Experience/ Scope of Work

Listed below is the Scope of Work CCMI is prepared to perform on this project:

1. Review project bid/contract documents prior to the project award and notify Agency of any issues found.
2. Provide LCP compliance under the requirements of the California Labor Code.
3. Assist Agency with completion of PWC-100 form.
4. Conduct a Preconstruction Conference meeting and provide training and information on LCP requirements including providing handout materials for all contractors and subcontractors.
5. Provide a phone line and e-mail contact where contractors and subcontractors can contact CCMI for clarification on prevailing wage, certified payrolls, apprenticeship and compliance issues.
6. License check and confirmation with California Contractor's State License Board of current and active license status, as well as worker's compensation coverage of all contractors and all listed subcontractors. Verify that contractors are registered as "public works contractors".
7. Verify contractor's eligibility to work by checking the contracting status with the California Department of Industrial Relations' (dir.ca.gov) debarment list.
8. Review and comparison of work classifications with California prevailing wage to ensure the contractor is paying the correct prevailing wage rate.
9. Monitoring of all Apprenticeship Requirements. Collection and review of all DAS-140 and DAS-142 forms. Review of applicable apprenticeship ratios employed, correct wages paid, training contributions (CAC2 forms). Verification that apprentices are properly supervised and employed in approved ratios as required by California apprenticeship regulations.
10. Monthly audit of certified payrolls forms. This includes obtaining the applicable prevailing wage determinations for each project. Certified Payrolls are generally delivered by the Contractor to CCMI for review and audit. Auditing the payrolls includes: checking proper trade classifications, checking for overtime, weekend, holiday or shift work, checking for ** increases, reviewing fringe benefit contributions, verifying that amortization is correct (when used) and review of training contributions made. When appropriate, travel and subsistence is also reviewed. CCMI would recommend the use of LCPtracker for this project.
11. Additional detailed audit of contractors through review of cancelled checks, time cards, and related records (as needed).

12. Jobsite audits and random interviews of workers (to determine veracity of certified payroll information, compliance with anti-kickback, equal employment opportunity requirements, jobsite posting requirements, etc.) to be performed by APSI but provided to CCMI.
13. Monthly report to the Client each month regarding compliance of contractors and subcontractors audit. To the extent that a contractor is either not in compliance and/or additional paperwork is needed for review, the Client and the general contractor are contacted by CCMI.

CCMI's goal is not to stop or slow down any construction project and it is not our intent to withhold contractor's funds without justification. We pride ourselves in our prompt turnaround time in notifying contractors by phone, e-mail or fax of potential problems and working quickly to resolve these issues.

14. Communication of potential violations to the Client with recommended action. In the event that potential paperwork or compliance issues with a contractor cannot be resolved quickly, the Client will be notified of this potential problem and a recommendation will be made to the Client to retain a certain portion of the scheduled progress payment until the issue is resolved.
15. Communications with Contractors. CCMI will work with all contractors and subcontractors with the goal of amicable agreement on resolving issues related to violations, penalties and compliance. All meetings and calls with contractors will be documented in the project folder maintained by CCMI.
16. Third Party Requests for documents. A project with a high profile oftentimes draws the attention of certain local watchdog groups who frequently request copies of certified payrolls and related "Public Documents". CCMI will provide the appropriate redacted copies (employees names, addresses and social security numbers are not given to the general public) of certified payroll and related LCP documentation to any third party who makes an appropriate request.
17. Final close of project including imposition of penalties and reports to the Labor Commissioner; issuing Notices to Withhold and other close out documentation.

CCMI prides itself in taking a proactive, educational/team approach in working with Clients and contractors before problems arise. Wilder's extensive experience in this area over the last 30 years has given her particular insight into spotting potential problems early on during project construction. CCMI is committed to implementing and enforcing a program that is fair to all contractors, but one which requires strict adherence to the requirements of prevailing wage and Labor Compliance. Our breadth of experience and expertise cannot be matched by any other LCP firm in the State.

Experience/References

CCMI has worked on hundreds of projects in the last 5 years. We have assisted our clients with just State or federal prevailing wage requirements and others in which both California and Davis Bacon prevailing wage requirements were imposed. Listed below are two references.

Calleguas Water District

Project Description: 4 projects (including Prop 84 and Davis Bacon funded projects)

Status of Project: 2008-current

Construction Cost: \$12-\$14 Million

Reference: Kristine McCaffrey, P.E.
Calleguas Municipal Water District
2100 Olsen Rd.
Thousand Oaks, California 91360
(805) 579-7173 (phone)
(805) 526-3675 (fax)
KMcCaffrey@calleguas.com

City of Campbell

Project Description: 2 projects- Federal Davis Bacon/Prop 84 funding

Status of Project: 2014-2015

Construction Cost: \$700,000-\$4 million

Staffing: Staff included Yvonne Nickles, Christina Sanchez (jobwalks)

Reference: City of Campbell
70 North First St
Campbell, CA 95008
Fred Ho Sr Civil Eng.
FredH@ci.campbell.ca.us 408-866-2156
Roland Neufeld Proj Eng
rolandn@cityofcampbell.com 408-866-2155

Las Gallinas Valley Sanitary District

Project Descriptions: 12 projects, CA, and Prop 84

Status of Projects: 2013- present

Construction Costs: \$100,000-\$6.8 million

Staffing: Katherine Martins, Christina Sanchez (job walks)

Reference: Susan M. McGuire, CPA, SHRM-SCP, SPHR
Administrative Services Manager
Las Gallinas Valley Sanitary District
300 Smith Ranch Road
San Rafael, CA 94903
ph. 415-472-1033 x 19
Email: smcguire@lgvsd.org

3. Proposed Project Team/Personnel

- (i) CCMI's employment of individuals with construction and prevailing wage experience is key to establishing good working relationships with the public entity and the various contractors. We are not merely a "consulting" firm, but rather a group of individuals who understand the needs of our Clients and contractors to "get the project done."
 - a. **Yvonne Nickles, Senior Analyst:** Yvonne has been with CCMI since 2006 and has provided services to dozens of contractors and public agencies during the last 10 years. Her prior experience includes working for the City of Dublin Public Works Department. She is extremely knowledgeable and thorough. She works well with contractors, answering questions and providing amicable resolution whenever possible.
 - b. **Katherine Martins – Sr. Analyst:** Katherine has been with CCMI since 2004 and is one of our most experienced Senior Analysts. She has a good rapport with contractors and is able to communicate concisely and effectively. She has a degree from the University of California Berkeley.
 - c. **Technicians:** Technicians are employees who have worked for CCMI for less than two years, have some experience in the field and work under the direct supervision of an Analyst or Manager. Technicians are assigned to provide routine review and monitoring of certified payrolls.

CCMI prefers to permanently assign its staff to work with a specific client so that both the Client and CCMI establish a relationship of trust and accountability. Deborah Wilder always remains available for additional consultation, complex issues or Administrative hearing matters.

4. Capabilities

Labor Compliance Program Experience

Contractor Compliance and Monitoring, Inc.'s staff works closely with the staff of the Department of Industrial Relations, whether through the OPRL, DLSE, DAS, Office of the Director or legal units. CCMI frequently attends meetings with the Director and DIR staff and also assists in the writing of regulations by contributing comments on proposed regulations impacting LCPs.

Experience with the Department of Industrial Relations

A substantial part of the CCMI's experience involves the monitoring of certified payrolls, including the proper use of wage determinations published by the Department of Industrial Relations (DIR) as well as the proper understanding and use of apprenticeship requirements, i.e. DAS-140 forms, training contributions and the requirements of Labor Code Section 1777.5 regarding the training of apprentices. All three principals in the company have been involved in issues relating to payroll monitoring, apprenticeship training, registration and contribution.

The firm's experience includes being involved with over three hundred audits with the Department of Industrial Relations. This includes both a "paper audit" of the certified payroll and related forms, as well as investigation of claims or charges of impropriety brought by the DIR and/or individual third parties against a contractor. CCMI has a good reputation with the DIR and has had several hundreds of its Request for Forfeitures approved without modification.

Experience with the Division of Apprenticeship Standards

CCMI is in contact with the Division of Apprenticeship Standards on a regular basis, at least monthly. Our staff has attended various training seminars offered by the DAS, as well as had individual training sessions with them for clarification of updated regulations and procedures.

Experience with the Office of Policy, Research and Legislation

CCMI staff is constantly working with the OPRL (formerly the DLSR) and the information and data it publishes. Important notices are issued by the DIR frequently (usually a weekly basis) and ALL CCMI staff subscribe to this information.

Experience with the Division of Labor Standards Enforcement

Deborah Wilder, president of CCMI, has over three decades of experience with the DLSE. This is the division which enforces the prevailing wage requirements and also conducts Administrative Hearings on behalf of the DIR. Deborah has both prosecuted and defended hearings before the DLSE.

Davis-Bacon Experience

CCMI staff has worked on over 100 Davis-Bacon funded projects and successfully completed over two dozen federal prevailing wage audits for our clients. CCMI's expertise is recognized nationwide in part to Deborah Wilder's authoring the *AGC of America's Davis-Bacon Federal Compliance Manual* and Deborah's national presentation and training on the topic of prevailing wage, Davis-Bacon and related ARRA compliance.

Quality Control

CCMI staff attends all LCP training conducted by the DIR (usually twice a year). CCMI staff regularly attends training conducted every year or two by the U.S. Department of Labor on Davis Bacon compliance. In addition, CCMI president Deborah Wilder conducts her own in house staff training on new and updated regulations and implementations on a regular basis. Each staff member has his/her own Administrative Procedures manual (which is updated annually) to insure consistent implementation and compliance of LCP requirements.

5. Preliminary Fee Proposal/Cost and Price Summary

Flat Fee: Contractor Compliance and Monitoring Inc. is submitting the following bid for labor compliance services for **County of Nevada Operations Center Project**. Our bid is based on the understanding that: the total price for the work is approximately \$15 million and the project does not have any Prop 84 or Davis Bacon funding. The project is estimated to take 15 months. CCMI is prepared to provide all labor compliance monitoring work for a flat fee price of \$37,500.00. Billing would be \$2,500 per month over 15 months. This price includes the use of LCPTracker and electronic payroll system.

Rates for work extending past the completion date and for the monitoring will be billed at an hourly basis:

Hourly Fee: CCMI provide services based on an hourly billing basis.

\$125.00 per hour	Managers
\$95.00 per hour	Analysts
\$85.00 per hour	Technicians
\$800 per day	Monthly jobwalks
\$450 per hour	Principal (Deborah Wilder).

CCMI does not perform legal work. Any legal work can be performed by Deborah Wilder through her Law Firm and at the rate of \$450 per hour.

3. Additional Data

Ownership of Work:

CCMI is required to maintain all reports and certified payrolls and other information collection during the project for 3 years after the completion of the project.

Contract Terminations:

CCMI has never had a contract terminated for cause or default.

Exclusions:

CCMI claims exceptions from the standard agency agreement as follows:

Indemnification: Page 2 Paragraph b.

CCMI will be responsible only for losses caused by its own action or inaction and will not indemnify or release the Agency nor any other party from any partial or total liability.

Insurance:

CCMI maintains \$2 million in general liability as well as automobile liability of at least \$1 million. CCMI will name the District, its officers and agents, volunteers and employees as additional insured. CCMI also maintains professional liability insurance of \$1 million.

Testimonials:

Listed below are two testimonials regarding CCMI's work and Deborah's book on prevailing wages. We strongly encourage you to contact our references!

"If you don't want to worry about your labor compliance, CCMI are the people for you. They go the extra mile to make sure everyone understands what is required and takes the time to work with the large customers as well as the Mom and Pop shops. They are very hands on and I feel like they always have my best interest in mind. I feel well taken care of from the start of a job to the very end."

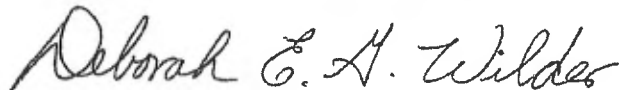
-Jan Shipley, Construction Supervisor, Livermore Valley Joint Unified School District

"Deborah is one of the most knowledgeable people I know when it comes to both Federal and California prevailing wage compliance. She is able to assist contractors, in a very easy to

understand way, about the very complex requirements of prevailing wage. Her book, "What Every Contractor Should Know About Prevailing Wages", should be a staple resource in every contractor's library. I know it is for me. My copy is already well used" *Anne Quick, former chair of the California Apprenticeship Council.*

Conclusion

Contractor Compliance and Monitoring, Inc. provides knowledgeable personnel with scores of years of experience in public works, prevailing wage and labor law compliance issues. We are a rare coalition of individuals with expertise in these areas and offer a practical and labor neutral solution for Labor Compliance. We seek to enforce full compliance with labor and employment laws with all parties regardless of union or labor affiliation. The systems we have set in place are created for quick turnaround time and communication with the Client, contractors and subcontractors to ensure both prompt compliance with the law as well as working within the Client's pay schedule and timelines to avoid hampering a contractor's ability to be paid in a timely manner. CCMI would appreciate the opportunity to work with you.

A handwritten signature in cursive script that reads "Deborah E. A. Wilder".

President,
Contractor Compliance and Monitoring, Inc.



April 9, 2018

Mr. Ron Mann
Sacramento Area Manager
APSI Construction Management
717 K Street Suite 534
Sacramento, CA 95814

RE: Fee Proposal – ½ Day Partnering Session for Nevada County
Maintenance Facility

Dear Mr. Mann:

AIM Consulting, Inc. (hereinafter referred to as "Consultant") is pleased to submit a Fee Proposal to APSI CM (hereinafter referred to as "Client"), to provide consulting services for the following project.

PROJECT DESCRIPTION

For the Nevada County Maintenance Facility project AIM Consulting will develop a Partnering program consisting of 1/2-day partnering workshop. The goals of the Partnering workshops are to establish an effective project management team, develop consensus on the project goals, open lines of communication among team members and gain commitment of all team members to the Partnering process.

SCOPE OF SERVICES AND PROCESS

Implementing a sound project partnering program for the Nevada County Maintenance Facility will increase the possibility of a successful completion of this project. A partnering program has several different elements which are fundamental to creating a functioning unit.

- Partnering Purpose – Developing and understanding goals and developing a common focus and direction.
- Strategy - By identifying the County's, APSI and other key project partners' expectations and goals for the project team at the start of construction, the project team will be able to develop strategies to achieve those goals.

2523 J Street, Suite 202, Sacramento, CA 95816
916.442.1168 (phone) 916.442.1186 (fax)

www.aimconsultingco.com

Gladys Cornell
Principal
916.698.0826 (cell)
gcornell@aimconsultingco.com

- People – Our approach focuses on what it will take for this team to be effective as well as developing an overall communication plan.
- Role – Understanding the roles, responsibilities and authority of each of the roles.
- Interfaces – Identifying the key interfaces of the program to ensure that communication and coordination occur that supports the program elements.
- Processes – Identify and potentially outline the specific processes and needs that are required for the team to function adequately. Another key component for this project may be assuring compliance with regulatory requirements. The partnering process will make sure the entire project requirements are identified at the beginning and the process/needs are outlined prior to start of construction.
- Feedback – It is important to decide how the team will monitor the progress and how effective the team is functioning.

CONDITIONS OF BASIC SERVICE

- A. Project briefing and preparation: The Consultant shall coordinate with the Client prior to the workshop, interview key personnel and tailor the program and workbooks for participants.
- B. Handouts: The Consultant shall provide workbooks for all participants at each workshop and associated costs are included in the fee for services.
- C. Facilitation: AIM uses two facilitators throughout the partnering session. This allows us to make most efficient use of the time, quickly address individual needs and more effectively capture all ideas during each workshop.
- D. Reports: The Consultant shall complete reports for each workshop within two weeks of the workshop.
- E. Meeting/Workshop Supplies: The expense of supplies used by the Consultant for each workshop is included in the fee for services.
- F. Travel: Travel costs incurred by the Consultant for two round trips are included in the fee for services. Additional travel shall be billed as a reimbursable cost.
- G. Client shall be responsible for room rental fees, if required.
- H. The fee for services is based upon the Scope of Services as described herein.

COMPENSATION

Compensation for services, as described herein, shall be billed as a stipulated sum of eight thousand three hundred and ninety three dollars (\$8,393.00).

PAYMENTS

Payments are due and payable 30 days from the date of the Consultant's invoice. Amounts unpaid 45 days after the invoice date shall bear interest at the prime rate of US Bank, Folsom, California, plus 4% (annualized rate).

SCHEDULE

Services as described herein shall be commensurate with the Client's schedule, and as mutually agreed upon.

INSURANCE

The Consultant shall maintain for the duration of the contract "occurrence coverage" 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 Consultant, its agents, representatives, employees, or subconsultants.

Certificates of Insurance, if requested by the Client, will be issued upon approval of a contract for services.

INSTRUMENTS OF SERVICE

Documents, including those in electronic form, prepared by the Consultant and its Subconsultants are Instruments of Service for use solely with respect to this project. The Consultant and its Subconsultants shall be deemed the authors of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

TERMINATION

Termination of the contract for services may be made by either party upon seven (7) days written notice should the other party fail substantially to perform

in accordance with the terms of the contract through no fault of the party initiating the termination.

If the terms of this Agreement are acceptable, please sign below where indicated, initial the lower right corner of each page, and return it to our office for final signature. A ratified copy will promptly be returned to your office.

Thank you for considering AIM Consulting, Inc. for this project.

Sincerely,

AIM CONSULTING, INC.

Gladys Cornell, Principal

APPROVED:

APSI Construction Management

Ron Mann, Sacramento Area Manager

Date

AIM CONSULTING, INC.



Gladys Cornell, President

Date

RFP Document for Construction Management Services of the Nevada County Operations Center

County of Nevada
IGS - Purchasing Division



Request for Qualifications
For

**Construction Management Services
for the
County Operations Center**

Date Issued December 12, 2017

SOQ Submission Deadline:
Thursday, January 18, 2018, 3:00 p.m. Pacific Time

SOQ Submission Instructions:

1. Submit one (1) hard copy of complete SOQ to:

US Mail, Fed Ex, UPS, etc. to:
Nevada County Purchasing Division
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, CA 95959

or

Hand Deliver to:
Nevada County Auditor/Controller's Office
Eric Rood Administrative Center, 2nd floor
Suite 230
950 Maidu Avenue
Nevada City, CA 95959

AND

2. Submit one (1) copy of complete SOQ, except Pricing, in PDF format
to: submit.proposal@m1.nevcounty.net

Note: This email address is to be used only for SOQ submission.

Table of Contents

1. SUMMARY	2
2. CONTRACT AWARD SCHEDULE	2
3. GENERAL CONDITIONS	2
4. BACKGROUND	4
5. DESCRIPTION OF SERVICES REQUIRED	4
6. SOQ CONTENT AND FORMAT REQUIREMENTS	5
7. SELECTION PROCEDURES	6
8. INQUIRIES	7
ATTACHMENT A: PERSONAL SERVICES CONTRACT (SAMPLE)	8
ATTACHMENT B: COVER SHEET	14

1. SUMMARY

The Nevada County Purchasing Agent is requesting Statements of Qualification (SOQ) from all interested providers of construction management services for the County's Operations Center construction project.

The term "offeror" as used herein shall refer to providers submitting a SOQ in response to this Request for Qualifications (RFQ). The term "Contractor" or "Provider" is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFQ.

An electronic copy may be downloaded from <http://www.mynevadacounty.com/purchasing> . Potential offerors must register with the County in order to be notified of addenda and other notices. To register, please send an email to sandy.balzer@co.nevada.ca.us indicating "Operations Center Construction Management - Registration" in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1747.

Each SOQ received in response to this RFQ will be evaluated on the criteria described herein. All responses must be sealed, clearly marked "SOQ – Operations Center Construction Management" and must include all elements described in the **SOQ CONTENT AND FORMAT REQUIREMENTS** section of this RFQ. One unbound, signed original SOQ and one copy in PDF format must be submitted as directed on page 1 before the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFQ. The County will not be responsible for a SOQ delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse a late submission.

Any amendment or addendum to this RFQ is valid only if in writing and issued by the County of Nevada Purchasing Agent.

2. CONTRACT AWARD SCHEDULE

Publish RFQ	December 12, 2017
Deadline for Questions	Friday, January 5, 2017 at 5:00 p.m.
SOQ Submission Deadline	Thursday, January 18, 2017 at 3:00 p.m.
Contract Approval (tentative)	February 20, 2018
Services to Begin (tentative)	March 1, 2018

3. GENERAL CONDITIONS

- 3.1. **Prime Responsibility:** The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their SOQ(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 3.2. **Assurance:** Any contract awarded under this RFQ must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this

- project. Prior to executing an agreement the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- 3.3. The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA): Any contract awarded under this RFQ must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Agreement.
 - 3.4. Independent Contractor: In performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.
 - 3.5. Nevada County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.
 - 3.6. Costs will not be considered in evaluating a SOQ. Any pricing information, if provided, must be enclosed in a sealed envelope and labeled "Pricing Information". Pricing information will not be opened until after the County has selected the most qualified offeror based on the criteria published herein. The County reserves the right to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation. Should the County fail to reach a contract with the selected offeror; the County will cease negotiations and begin negotiations with the next highest rated offeror from the SOQ evaluation.
 - 3.7. Nevada County reserves the right to:
 - Request clarification of any submitted information;
 - Set aside a SOQ for any irregularity including but not limited to missing information;
 - Not enter into any agreement;
 - Not to select any applicant;
 - Amend or cancel this process at any time;
 - Interview applicants prior to award and request additional information during the interview;
 - Negotiate a multi-year contract or a contract with an option to extend the duration;
 - Award more than one contract if it is in the best interest of the County; and/or
 - Issue a similar RFQ in the future.
 - 3.8. Qualified offerors must be prepared to enter into the County's standard Contract, a sample of which is attached as Attachment A to this RFQ. Please review the details of Attachment A carefully. By reference, it incorporates many standards, terms and conditions required as part of this RFQ. The County intends to award contracts substantially in the form of the sample agreement to the selected offeror(s). Portions of this RFQ and the offeror's SOQ may be made part of any resultant Contract and incorporated in the Contract. By submitting a SOQ in response to this RFQ, the Offeror certifies that no exceptions are taken to the form of the sample contract presented in Attachment A or to the provisions thereof, unless such exceptions are fully disclosed in Offeror's SOQ. Offerors that take exception to the County's standard terms and conditions do so at the risk that their SOQ may be declared to be nonresponsive and not considered for contract award.
 - 3.9. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the County of Nevada as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, Errors and Omissions insurance; and Professional Liability or Malpractice Insurance. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.
 - 3.10. Pursuant to the County's Green Procurement and Sustainable Practices Policy, each offeror is requested to use recycled products and sustainable practices whenever possible in preparing its

SOQ, including using post-consumer recycled content paper and packaging products, and copying on both sides of the paper.

- 3.11. The County of Nevada encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.
- 3.12. Proprietary Information: Trade secrets or similar proprietary data that the prospective contactor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post-award contract administration will be kept confidential to the extent permitted by law as follows. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as "PROPRIETARY." Any section of the proposal that is requested to remain confidential shall also be so marked in boldface text on the title page of that section. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined in accordance with applicable law. If a prospective contractor designates any information in its proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.

4. BACKGROUND

Nevada County plans to construct a new facility for its Roads Maintenance, Heavy Equipment Repair, Fleet Services, and Transit Services operations. The project site is at 12350 La Barr Meadows Road, Grass Valley, California. The County has retained LDA Partners, LLP (Architect) to provide architectural design and engineering services and to prepare construction plans and associated bidding documents.

Due to the size, complexity, and high priority of the project, and lack of sufficient staff capacity, the County desires to retain a qualified firm to administer the construction contract and provide construction management and oversight of the project on the County's behalf.

The design documents are presently 90% complete and preparation of construction documents will begin soon. We expect to initiate the contract for construction management services on or about February 1, 2018, at which time we expect that construction documents will be 50% complete. The selected construction management contractor will be expected to participate in the completion of the bid documents in preparation for a Spring 2018 issuance of the construction bidding package. The estimated cost of construction is \$15 million. A copy of the design documents will be made available upon request.

5. DESCRIPTION OF SERVICES REQUIRED

The selected firm will be expected to provide professional construction management services under the general direction of the County's Director of Facilities. Specific tasks may include, but are not limited to, the following;

5.1. Contract Administration Services

- 5.1.1. Assist in the preparation of bid documents, evaluation of bids and the preparation of contract documents.
- 5.1.2. Review and monitor the project delivery schedule and amendments thereto. Assist County staff with enforcing the project delivery schedule.
- 5.1.3. Act as a liaison between County staff and the Architect (reference to the Architect herein shall include any sub-consultants retained by the Architect).
- 5.1.4. Coordinate all Requests for Information (RFI) from the Construction Contractor and Architect.
- 5.1.5. Monitor contract compliance and report as needed to the County.
- 5.1.6. Review and monitor invoices from the Construction Contractor.

- 5.1.7. Assist in the review, preparation and processing of any Construction Contract Change Orders, as needed.
- 5.1.8. Assist County staff in creating and maintaining all project files, including requesting necessary documents from the Architect and Construction Contractor, as needed.
- 5.1.9. Coordinate with the Architect, Construction Contractor and County for compliance with all permitting requirements.

5.2. Construction Inspection and Management Services

- 5.2.1. Act as the County liaison with the Contractor throughout the construction process.
- 5.2.2. Review and monitor the Contractor's approved construction schedule and amendments thereto. Monitor and enforce the construction schedule on behalf of the County.
- 5.2.3. Require, monitor and document compliance with the Project Plans and Specifications and any related permit requirements.
- 5.2.4. Ensure that inspections are done in accordance with the requirements of cognizant regulatory and permitting agencies.
- 5.2.5. Coordinate and attend the pre-construction meeting and convene and document progress meetings on a regular schedule to be determined.
- 5.2.6. Be present on the construction site while construction activity is in progress.
- 5.2.7. Review contractor performance.
- 5.2.8. Measure the work completed in-place to verify quantities.
- 5.2.9. Prepare daily inspection reports.
- 5.2.10. Monitor for compliance with OSHA, SWPPP, and other safety and health measures, and report to the County as appropriate.
- 5.2.11. Monitor traffic control measures, including placement of traffic control devices.
- 5.2.12. Review all items requiring corrective action and develop a 'punch list' for all corrective actions.
- 5.2.13. Prepare red-line set of record drawings.

6. SOQ CONTENT AND FORMAT REQUIREMENTS

Interested offerors shall submit one original copy of their SOQ and one copy in PDF format as directed on Page 1 of this RFQ.

SOQs shall be delivered no later than the date and time listed in the CONTRACT AWARD SCHEDULE and shall contain at a minimum the following items:

6.1. Cover Sheet (Attachment B)

The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.

6.2. Introductory Letter

This letter should contain an expression of the offeror's interest in the work, a brief summary statement regarding the qualifications of the firm and key personnel to do the work, and a brief summary of any information about the firm or its personnel that may be useful or informative to the County in evaluating your qualifications.

It is anticipated that the County will provide functional office space for use by the contractor at the County's Facility Services Center in Nevada City and/or at the project site.

6.3. Qualifications and Experience

Describe how the team will be organized. Discuss the qualifications and experience of the firm, project manager, project team and any sub-consultants on similar projects. Specific experience with city or county projects and procedures should be also included. Provide a listing of current work commitments to other projects or activities in sufficient detail to indicate that the firm and all of the individuals assigned to the proposed project will be able to meet the schedule outlined herein.

The contractor will be expected to maintain adequate qualified staffing assigned to the project. The County must approve any change in key personnel after the award of a contract before the change is made. In addition, the County reserves the right to request a change in key personnel.

6.4. Project Approach

Describe and define in a specific, concise, and straightforward manner, your proposed approach to delivering the project described in this Request for Qualifications. Discuss your approach for ensuring that communication with County staff is adequate and timely, and that submittals are complete and on time. Describe issues which have arisen on previous similar projects and how the consultant addressed those issues. How are you going to manage risk (contract, schedule, etc.) How many hours is it going to take. How would they prioritize the work in case we need to dial back the contract. Monitoring project health. Show how your hours would be phased.

6.5. Supporting Information

Supporting information may include graphs, charts, photos, resumes, references, etc., and is to the offeror's complete discretion.

6.6. References

This section should describe work which is similar in scope and complexity to this project and which the firm has undertaken in the last five years. A discussion of the challenges faced and solutions developed by the team is highly recommended. This section should also include a summary table showing the following information:

- Name of project, construction cost, and date services were provided
- Names of project manager and key team personnel
- Scope of the firm's assignment on the project
- Name, address and current phone number of the Agency Project Manager

NOTE: A minimum of three references are required for the offeror and any sub-consultants on the project team. Each may be contacted by County staff. References with incorrect contact information will not count toward the required minimum.

6.7. Cost Information

Please provide in a separate sealed envelope labeled "Pricing Information" your hourly rates for performing the requested services. This information will not be considered in the evaluation of the Statements of Qualifications.

7. SELECTION PROCEDURES

Statements of Qualifications will be evaluated by a Selection Committee using the following evaluation criteria.

Criteria	Maximum Points
Contract administration experience with similar projects	25
Construction management services experience with similar projects	25
Ability to identify key project issues	20

Key project management and staff experience	20
Staffing depth and stability	10
TOTAL	100

After an initial review and evaluation of each of the SOQs, the offerors submitting the most highly rated SOQs may be invited for interviews prior to final selection, to further elaborate on their SOQs. The County reserves the right to award a contract without holding interviews, in the event the written SOQs provide a clear preference on the basis of the criteria described.

When the most qualified offeror has been determined, the sealed pricing information for only that offeror will be unsealed and the County will enter into negotiations with that offeror. In the event that the County is unable to successfully negotiate a contract with that offeror, then the pricing information for the next most qualified offeror will be unsealed, and so on until a contract is successfully negotiated.

The Contractor(s) selected for this project will be required to accept the County's standard contract and to comply with insurance standards as deemed acceptable to the County's Risk Manager. No agreement with the County of Nevada is in effect until both parties have signed a contract.

8. INQUIRIES

Direct all inquiries regarding the SOQ process or SOQ submissions to:

Sandy Balzer, Buyer
Nevada County Purchasing
950 Maidu Avenue
Nevada City, CA 95959
(530) 265-1747
sandy.balzer@co.nevada.ca.us

ATTACHMENT A: PERSONAL SERVICES CONTRACT (SAMPLE)
PERSONAL SERVICES CONTRACT
County of Nevada, California

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

Contractor's Name _____

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

(§1) **Description of Services** _____

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** _____

(§3) **Contract Beginning Date:** _____ **Contract Termination Date:** _____

(§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	_____	_____
(§7)	Automobile Liability (\$ 300,000) Personal Auto	_____	_____
	(\$1,000,000) Business Rated	_____	_____
	(\$1,000,000) Commercial Policy	_____	_____
(§8)	Worker's Compensation	_____	_____
(§9)	Errors and Omissions (\$1,000,000)	_____	_____

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26) **Contractor:** _____ **County of Nevada:** _____

Contact Person:

()

e-mail:

Contact Person:

()

e-mail:

Contractor is a: (check all that apply)

Corporation: _____ Calif., _____ Other, _____ LLC, _____ Non-profit
Partnership: _____ Calif., _____ Other, _____ LLP, _____ Limited
Person: _____ Indiv., _____ Db, _____ Ass'n, _____ Other

EDD: Independent Contractor Worksheet Required: _____ Yes _____ No

HIPAA: Schedule of Required Provisions (Exhibit D): _____ Yes _____ No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	_____	_____
Exhibit B: Schedule of Charges and Payments (Paid by County)	_____	_____
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	_____	_____
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	_____	_____

Terms

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

Services

1. **Scope of Services:**

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

Payment

2. **Charges and Payments:**

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

Time for Performance

3. **Contract Term:**

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

4. **Liquidated Damages:**

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

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

5. **Time of the Essence:**

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

Insurance

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

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

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

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

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

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

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

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

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

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

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

9. Errors and Omissions:

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

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

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

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

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of

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

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

11. Indemnity:

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

Personal Services

12. Contractor as Independent:

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

13. Assignment and Subcontracting:

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

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

14. Licensing and Permits:

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

Public Contracts

15. Prevailing Wage and Apprentices:

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

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

deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

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

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

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

16. Accessibility (County Resolution No. 00190):

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

17. Nondiscriminatory Employment:

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

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

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

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

19. Cost Disclosure:

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

Default and Termination

20. Termination:

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

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

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

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

Miscellaneous

21. Books of Record and Audit Provision:

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

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

22. Intellectual Property:

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

23. Entire Agreement:

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

24. Jurisdiction and Venue:

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

25. Compliance with Applicable Laws:

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

26. Notices:

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

27. Authority:

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

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

ATTACHMENT B: COVER SHEET

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this **Cover Sheet** I hereby attest: that I have read and understood all the terms listed in the RFQ; have read and understood all terms listed in this Statement of Qualifications; that I am authorized to bind the listed entity into this agreement; and that should this SOQ be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFQ as published by the County of Nevada, including any amendments or addenda thereto except as explicitly noted or revised in my submitted SOQ.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

**Consultant's Response to the RFP for
Construction Management Services of the
Nevada County Operations Center**



Construction Management Services for the
County Operations Center

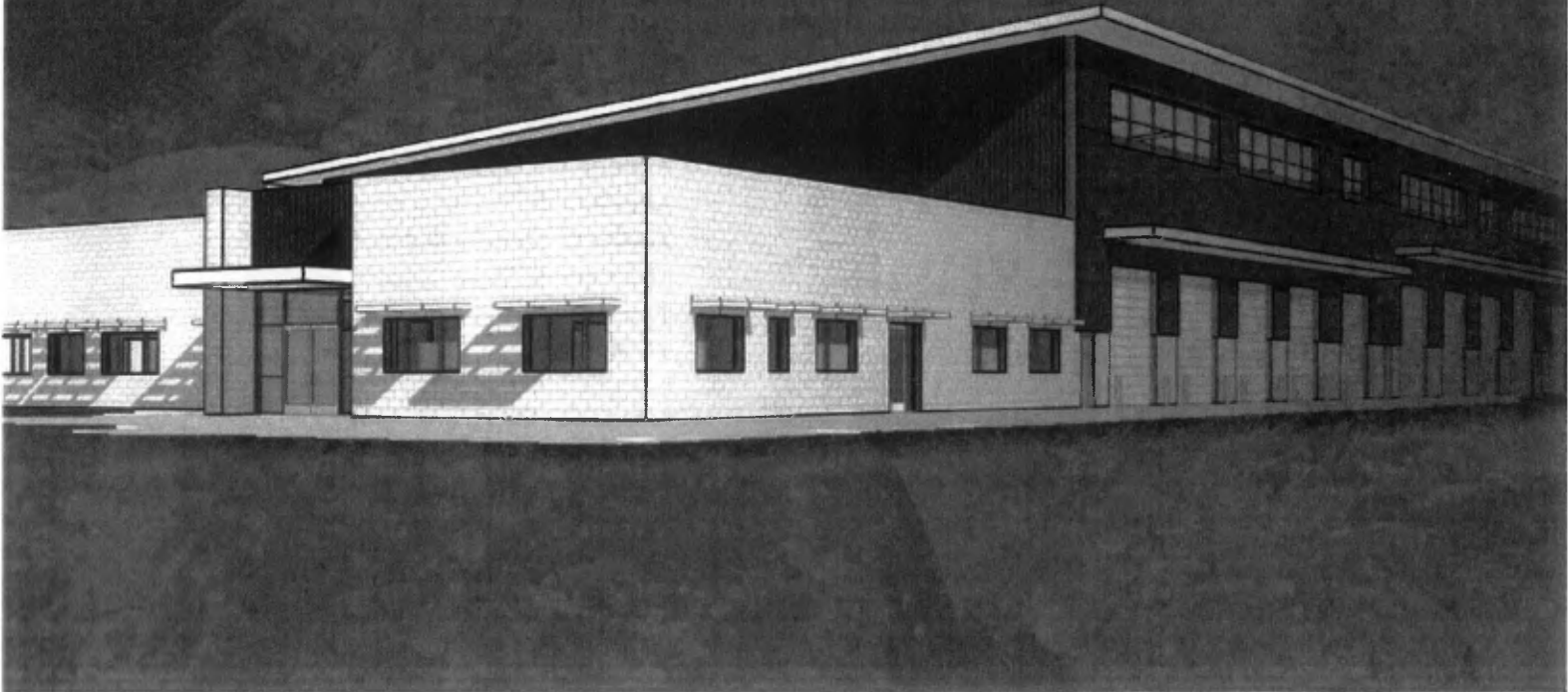



Table of Contents

1. Cover Sheet (Attachment B)	1
2. Introductory Letter	2
3. Qualifications and Experience	3
4. Project Approach	7
5. Supporting Information.....	15
- Resumes	15
- Letters of Recommendation.....	26
6. References	29

Pricing Information - Separate Sealed Envelope

We have given below a guide to map the evaluation criteria with the submittal requirements.

LOCATING YOUR EVALUATION CRITERIA

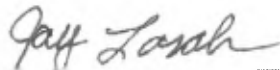
- 
- Contract administration experience with similar projects
Location: 6. References
 - Construction management services experience with similar projects
Location: 6. References
 - Ability to identify key project issues
Location: 4. Project Approach
 - Key project management and staff experience
Location: 3. Quals & Exp and 5. Supporting Doc/Resumes
 - Staffing depth and stability
Location: 3. Quals & Exp

1 Cover Sheet (Attachment B)

ATTACHMENT B: COVER SHEET

Name of Person, Business or Organization:	APSI Construction Management
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	California Corporation
Federal Tax ID Number:	95-4276255
Contact Person – Name	Ron Mann, Sacramento Area Manager
Contact Person – Address	717 K Street, Suite 534 Sacramento, CA 95814
Contact Person – Phone Number (s)	916.706.3715
Contact Person – e-mail address	ron.mann@apsicm.com

By signing this **Cover Sheet** I hereby attest: that I have read and understood all the terms listed in the RFQ; have read and understood all terms listed in this Statement of Qualifications; that I am authorized to bind the listed entity into this agreement; and that should this SOQ be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFQ as published by the County of Nevada, including any amendments or addenda thereto except as explicitly noted or revised in my submitted SOQ.



Signature of Authorized Representative

Jay Losak, PE, CCM, LEED AP, President

Printed Name of Authorized Representative

January 25, 2018

Date



2 Introductory Letter

January 25, 2018

Attn: Sandy Balzer, Buyer, Nevada County Purchasing Division
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, CA 95959

RE: RFQ for Construction Management Services for the County Operations Center

Dear Ms. Balzer,

APSI Construction Management (APSI) is very excited and interested in bringing our experience and expertise to successfully deliver this Operations Center project for the County. The APSI team offers the County with numerous benefits that will be critical in making this project a success:

- **Specialized Experience Providing CM Services on Similar Projects** - Extensive knowledge and experience providing construction management services for new public buildings that are similar in size and complexity. APSI has been servicing the Sacramento region since 2002 and delivering successful projects for clients such as Solano County Transit, San Joaquin Regional Transit District, and the Cities of Stockton, Sacramento and Elk Grove, to name a few. APSI also brings expertise in managing up front services including estimating, scheduling, and design and constructability reviews.
- **Local Team** - The individuals presented are local and understand local policies and procedures. Ron Mann, CCM, LEED GA, our proposed Project Executive brings 25 years' experience, with a diverse background of managing both the pre-construction and construction phase of projects for local municipalities and various other local agencies in and around the Sacramento region. Our proposed Project Manager, James Gotcher, brings over 30 years' experience providing construction management services for projects in both the public and private sector, overseeing all phases of construction.

The APSI team has the right experience and resources to manage this project successfully. Most importantly, we have the right attitude to make this project a very high priority for our team and ensure that you have a successful project, with a happy client. As an officer of the firm, I am authorized to execute legal documents on behalf of APSI Construction Management. I appreciate your review of our qualifications, and look forward to working with the County of Nevada. Please contact me if you have any questions or need further clarification at (949) 679-0202.

This proposal has been printed double-sided, using 100% recycled paper.
We are in receipt of Addendum No.1, dated January 11th, 2018.

Sincerely,

A handwritten signature in black ink that reads 'Jay Losak'.

Jay Losak, PE, CCM, LEED AP
President

A handwritten signature in black ink that reads 'Ron Mann'.

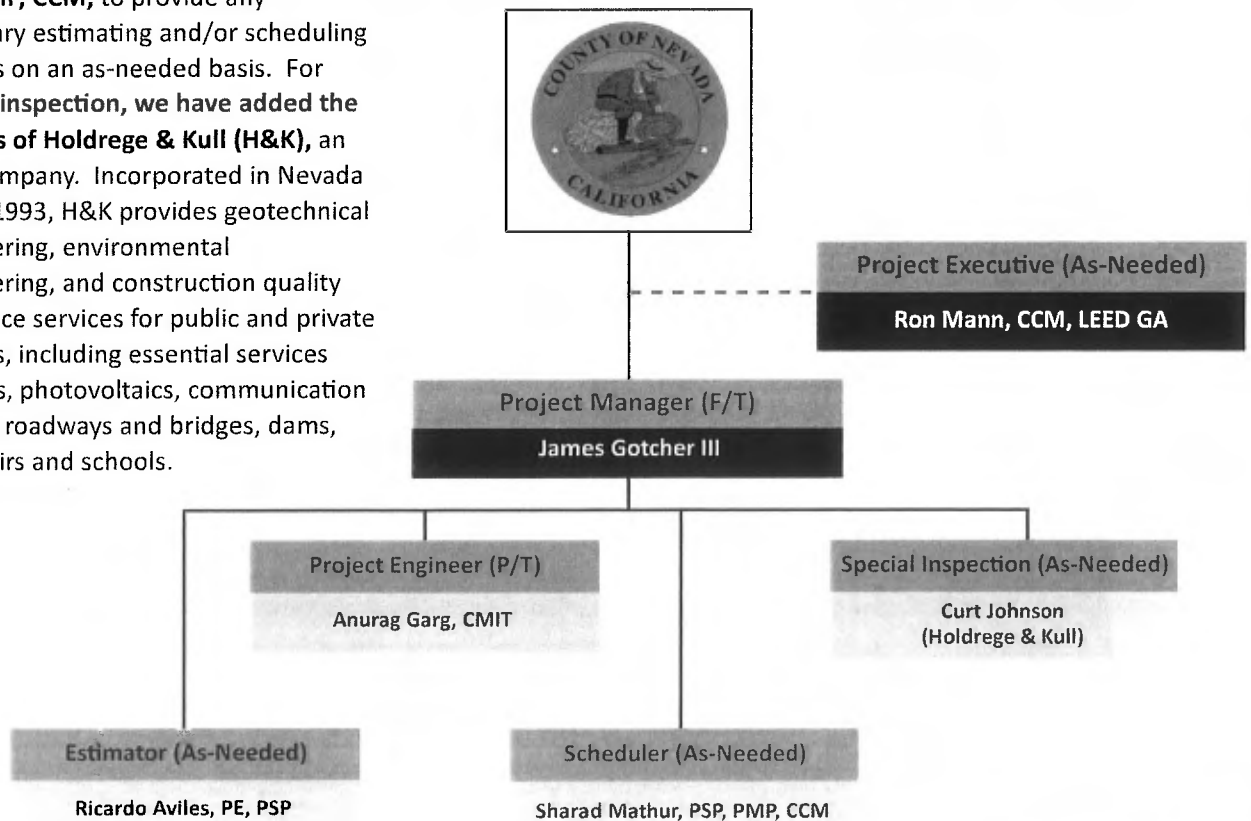
Ron Mann, CCM, LEED GA
Sacramento Area Manager

3 Qualifications and Experience

Team Organization

APSI Construction Management is committed to providing the County of Nevada with quality individuals. The organization chart below highlights the relationship between the County and the APSI team. **Our team will be led by our Project Manager, James Gotcher.** James brings over 30 years' experience providing construction management services for projects in both the public and private sector, overseeing all phases of construction. He has provided management, supervision and inspection services for public and commercial buildings, historic restorations, theatres, pools, residences, hospitals and airports as well as all aspects of underground utilities and paving. **He will function as your full-time Project Manager** and your single point of contact for all project related issues. James will be committed for the duration of the project.

The team will have the **executive level support of Ron Mann, CCM, LEED GA**, a multi-decade veteran of the PM/CM industry, which encompasses construction project management, project controls, scheduling, and claims analysis services for public agencies, colleges and universities, correctional facilities, transportation agencies, and healthcare facilities, along with his local knowledge of the area. To support the team we have added **Anurag Garg, CMIT, who will serve as our part-time Project Engineer.** Anurag brings over five years' of experience with on-site project monitoring, site inspection, productivity analysis, scheduling, estimation and quality control. We have also added **Estimator, Ricardo Aviles, PE, PSP and Scheduler, Sharad Mathur, PSP, PMP, CCM**, to provide any necessary estimating and/or scheduling services on an as-needed basis. For **special inspection, we have added the services of Holdrege & Kull (H&K)**, an NV5 Company. Incorporated in Nevada City in 1993, H&K provides geotechnical engineering, environmental engineering, and construction quality assurance services for public and private projects, including essential services facilities, photovoltaics, communication towers, roadways and bridges, dams, reservoirs and schools.



Qualifications and Experience of the Firm and Team on Similar Projects

The APSI team has a very diverse background in managing projects for public sector clients. These projects include both new construction and facility improvements in occupied facilities and range in construction value from a few million to hundreds of millions of dollars. The team understands the diverse nature of projects that a County undertakes and the fact that you have end users that you work with that come from various walks of life that typically don't fully understand the construction process. This team brings the experience in not only working in these types of facilities but has the proven experience and skill sets to work with all parties. The following matrix shows the experience of APSI as well as the proposed team members in delivering projects similar in scope and complexity to the County Operations Center project.

APSI Relevant Experience	Const. Value	New Const.	CM	Controls	Local Agency Coord.
Operations and Maintenance Facility Renovation, Solano County Transit	\$4M		✓		✓
Operations and Maintenance CNG Project, Solano County Transit	\$4M		✓		✓
Transportation Center, San Joaquin Regional Transit District	\$67.6M	✓		✓	✓
East Valley Vehicle Maintenance Facility, Omnitrans	\$12M	✓		✓	✓
HVAC Upgrades for Main Police Facility, City of Stockton	\$837K		✓	✓	✓
New Animal Shelter, City of Elk Grove	\$15M	✓	✓	✓	✓
Maintenance and Repair Complex, Port of Long Beach	\$71M	✓	✓	✓	✓
Administration and Operations Building, Port of Long Beach	\$55M	✓	✓	✓	✓
Harbor Plaza Maintenance and Administration Complex, Port of Long Beach	\$33M	✓	✓	✓	✓
Security Command and Control Center, Port of Long Beach	\$14M	✓		✓	✓
Hart Senior Center, City of Sacramento	\$300K		✓		✓
George Sim Community Center, City of Sacramento	\$15M	✓		✓	✓
War Memorial Community Center and John Daly Library, City of Daly City	\$22M	✓	✓		✓
Fire Stations 20/30, City of Sacramento	\$8.3M	✓		✓	✓
New Community Center, City of Diamond Bar	\$10M	✓	✓		✓
Three Access Barrier Removal Contracts, CA Department of General Services	\$25M		✓	✓	✓
Fire Station #2, City of Brea	\$3.5M	✓	✓	✓	✓
Jail Expansion, County of Monterey	\$70M	✓	✓	✓	✓
New Juvenile Hall, County of Monterey	\$40M	✓	✓	✓	✓
Wasco State Prison Healthcare Facility Improvement Program, CDCR	\$24M		✓	✓	✓
CA Correctional Institution, Tehachapi, Healthcare Facility Imp. Program CDCR	\$14M		✓	✓	✓
N. Kern State Prison, Delano, Healthcare Facility Improvement Program, CDCR	\$23M		✓	✓	✓
Team Relevant Experience	Const. Value	New Const.	CM	Controls	Local Agency Coord.
Ron Mann, Project Executive					
Operations and Maintenance Facility Renovation, Solano County Transit	\$4M		✓		✓
Operations and Maintenance CNG Project, Solano County Transit	\$4M		✓		✓
Transportation Center, San Joaquin Regional Transit District	\$67.6M	✓		✓	✓

County of Nevada
Construction Management Services for the County Operations Center

HVAC Upgrades for Main Police Facility, City of Stockton	\$837K		✓	✓	✓
Hart Senior Center, City of Sacramento	\$300K		✓		✓
George Sim Community Center, City of Sacramento	\$15M	✓		✓	✓
Wasco State Prison Healthcare Facility Improvement Program, CDCR	\$24M		✓	✓	✓
CA Correctional Institution, Tehachapi, Healthcare Facility Imp. Program CDCR	\$14M		✓	✓	✓
N. Kern State Prison, Delano, Healthcare Facility Improvement Program, CDCR	\$23M		✓	✓	✓
City of Elk Grove, New Animal Shelter	\$15M	✓	✓	✓	✓
Beale AFB Project/Construction Management Services, US Department of Air Force	Various		✓	✓	✓
James Gotcher, Project Manager					
City of Pleasanton, Firehouse Arts Center	\$14.5M	✓	✓		✓
City of Pleasanton, Bernal Community Park	\$8.8M	✓	✓		✓
City of Pleasanton, Fire Station No.4	\$8M	✓	✓		✓
City of Pleasanton, Alviso Adobe Community Park	\$5M	✓	✓		✓
City of Pleasanton, Dolores Bengtson Aquatic Center	\$3.7M	✓	✓		✓
City of Pleasanton, Veteran's Memorial Building Renovation	\$4.5M		✓		✓
City of Pleasanton, Maintenance Buildings	\$700K	✓	✓		✓
Anurag Garg, Project Engineer					
Wasco State Prison Healthcare Facility Improvement Program, CDCR	\$24M		✓	✓	✓
CA Correctional Institution, Tehachapi, Healthcare Facility Imp. Program CDCR	\$14M		✓	✓	✓
N. Kern State Prison, Delano, Healthcare Facility Improvement Program, CDCR	\$23M		✓	✓	✓
Bond Program, Fremont Unified School District	\$650M			✓	✓
New School Building/Youth Correctional Facility, Oregon Youth Authority	\$9.7M	✓	✓		
Sharad Mathur, Scheduler					
Harbor Plaza Maintenance Facility, Port of Long Beach	\$34M	✓	✓	✓	✓
Security Command and Control Center, Port of Long Beach	\$14M	✓	✓	✓	✓
New Community Center, City of Diamond Bar	\$10M	✓	✓		✓
Jail Expansion, County of Monterey	\$70M	✓	✓	✓	✓
New Juvenile Hall, County of Monterey	\$40M	✓	✓	✓	✓
Wasco State Prison Healthcare Facility Improvement Program, CDCR	\$24M		✓	✓	✓
CA Correctional Institution, Tehachapi, Healthcare Facility Imp. Program CDCR	\$14M		✓	✓	✓
N. Kern State Prison, Delano, Healthcare Facility Improvement Program, CDCR	\$23M		✓	✓	✓
Ricardo Aviles, Estimator					
Jail Expansion, County of Monterey	\$70M	✓	✓	✓	✓
New Juvenile Hall, County of Monterey	\$40M	✓	✓	✓	✓
Wasco State Prison Healthcare Facility Improvement Program, CDCR	\$24M		✓	✓	✓
CA Correctional Institution, Tehachapi, Healthcare Facility Imp. Program CDCR	\$14M		✓	✓	✓
N. Kern State Prison, Delano, Healthcare Facility Improvement Program, CDCR	\$23M		✓	✓	✓

Current Work Commitments

APSI has reviewed the project duration and will be able to commit the individuals assigned to this project. Current work commitments of individuals are as follows:

Team Member/Role	Commitment on this Project	Current Assignments	Availability
Ron Mann, CCM, LEED GA Project Executive	As-Needed	Project Executive on: CDCR, Healthcare Improvement Program City of Stockton, Tenant Improvements City of Sacramento, On-Call CM Services US Dept of Air Force, Beale AFB CM Services	40%
James Gotcher Project Manager	Full-Time		100% - Available to Start Immediately
Anurag Garg, CMIT Project Engineer	Part-Time	Project Engineer on: CDCR, Healthcare Improvement Program (California Correctional Institute, Tehachapi)	50%
Sharad Mathur, PMP, PSP, CCM Scheduler	As-Needed	Scheduler on: CDCR, Healthcare Improvement Program County of Monterey, Jail Expansion County of Monterey, New Juvenile Hall	20%
Ricardo Aviles, PE, PSP Estimator	As-Needed	Estimator on: CDCR, Healthcare Improvement Program County of Monterey, Jail Expansion County of Monterey, New Juvenile Hall	20%

Staffing Depth and Stability

Since our establishment in 1990, APSI has been a leader in providing project construction management, scheduling, project controls, estimating, and claims analysis services. We have achieved our leadership role by attracting and maintaining high-caliber and highly-trained staff, by staying at the forefront of technologies within our industry, and by expanding our services to meet the needs of our clients. For almost 28 years, APSI has enjoyed steady growth through personalized client service and sound business practices. With a staff of 71 personnel, and a solid backlog, there are no pending office closures or bankruptcy which would impede our ability to service this contract. On average, tenure with APSI for our senior management is over 15 years, and 5 years for the overall staff.

APSI has held a local Sacramento office since 2002, supporting local clients deliver public projects. As a result, we have a strong understanding of local laws, regulations, policies, requirements and permitting. Furthermore, we have offices throughout the State to add additional depth of resources. The local team of talent consists of project managers (2), construction managers (7), engineer (1), and support staff (2). This team brings a wealth of experience and local talent to the County of Nevada to meet the needs of this project.

E-Verify

APSI's standard policy is to follow the US Citizenship and Immigration Services E-Verify system of each new hire.

4 Project Approach

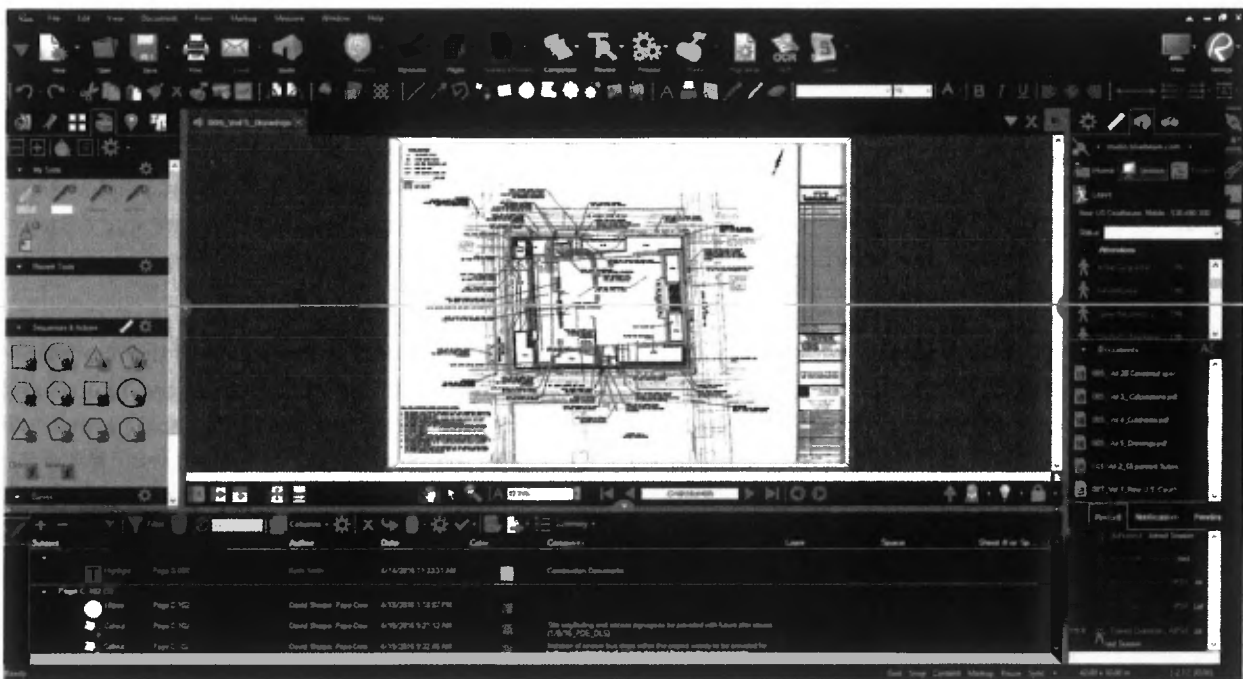
In Section 5 of the RFQ, you provided a list of contract administration, construction inspection and management services to be provided at a minimum for this project. We have reviewed this list and acknowledge that it represents the management tasks that we typically provide to our clients and will also provide to the County of Nevada for this project. Our typical management approach and procedures for several of the key scope items listed, as well as a few others that were not listed, are shown below.

Preconstruction Phase

APSI has successfully provided preconstruction services on multiple projects, most recently for the City of Elk Grove, on a 23,000 sf animal shelter project, also designed by LDA. Additional experience includes the Solano County Transit O&M and CNG projects and for the Department of Corrections on three prison projects. Services provided for these projects included constructability reviews, preparation of bid documents, bid marketing, bid process management and evaluation. James Gotcher, our proposed Project Manager served as the principal in charge of the preparation of bid and contract documents, and evaluation of bids, on several projects for the City of Pleasanton, including a theater, a corporation yard and a fire station project. Listed below is our typical approach to managing various activities you may request during the preconstruction phase:

- **Review of Div. 0 & Div 1** – We review in detail the Division 0 and Division 1 sections of the specifications, including all Special Conditions. This includes verifying that information referenced in one section is consistent in other sections and is directly applicable to this specific project. This important review also serves to make sure no erroneous clauses are included which will make bidding the project difficult. We can provide you with language recommendations, in specific sections, based on our experience with similar projects for other agencies that have proved successful. We recently completed this process as part of providing preconstruction services for the City of Elk Grove on their \$15 million Animal Shelter project.
- **Bid Phase Management** - We can assist the County by tracking responses to bidders' questions and pre-bid RFI's, then provide regular status logs to the project team. If pre-bid RFI responses create the need for a change in the contract documents, we will work with the designer to be sure these changes are accurately reflected in an Addendum and are distributed to all bidders. We can also assist the County with planning and running the Pre-Bid meeting and job walk, to make sure all bidding contractors are aware of specific project factors that could influence their bid.
- **Bid Evaluations** – Prior to bid, we develop a comprehensive check-list of all the requirements necessary for a responsive bidder, as well as a Bid Summary tabulation sheet to compare the bids. When the bids are submitted, APSI will review each bid for responsiveness versus the requirements in the Bid documents. We will pay special attention to any exclusions noted by the contractor and all alternates will be listed in order of bid price. We will make recommendations to the County regarding award to the lowest qualified, responsible and responsive bidder.
- **Constructability Reviews** – We recommend that you task us with performing a constructability review of the 50% CD documents, as part of preparing the bid documents. The specific objective of APSI's constructability and peer review service is to provide a quality control check and minimize potential RFIs

and change orders during construction. To achieve this, we review each drawing and specification, then identify any inconsistencies, non-coordinated or missing information. We will also review the design documents for conformance with any specific stakeholder requirements that have been identified during the Programming and schematic design phases, as well as verification of any applicable Standards or criteria to which the design must conform to. APSI prefers to utilize Bluebeam Studio as the system to track and manage the disposition/execution of all design, constructability, and other review comments for real time collaboration with the design team and stakeholders. After establishing the review criteria, an individual Bluebeam Studio session is opened for a progress review stage. The team members are invited to the session by email and then have Bluebeam Studio access to the PDF files (drawings, specifications, etc) to add comments and review comments made by others. *An example of a Bluebeam Studio session is shown below:*



Throughout the session, all reviewer comments are recorded by user, page, and note, with hyperlinks from the record notes to the comment location in the document (*as shown above*). As the session is closed at the agreed upon deadline, a report of review comments is generated for back-check after the design team has had allocated time to scrub the drawings.

Mobile, AL - Campbell Courthouse R&A 15% Concept Design Submission - Dated - 2/17/2017				REVIEW AND COMMENT SHEET									
Review Comments - (3/21/17)				Design Team Response - (3/21/17)				GSA/CM/Tenant Reviewers Response - (6/21/17)				Final Status - 6	
Comment No.	Initial	Organized on	Reference	Reviewer Comments	DB Code	DB Issue #	DB Response	GSA Code	GSA Issue #	GSA Response	Check # (BC)	BC Issue #	Back-check Response
15NCA MP 1	DA	APSI	G-001	Appendix A.4 of P-100 (page 263) calls for mechanical plans to be provided in all concept design submissions but no mechanical plans were included.	AZ	08	Only architectural plans were submitted for GSA approval. All other discipline plans will be provided for next submission.						
15NCA MP 2	LA	EGM	J-D MECHANICAL	HWAC for the 3rd floor references the 2nd floor and it notes the existing equipment is going to remain. If most of the building is getting upgraded with new HVAC, why would the COA and Selector floor not be? (Comments as a from Jack L handles)	D	05	Emergency handling unit AHU-3 serving the third floor has been recently installed and it is in good condition.						
15NCA MP 3	BSF	BSA	B-D PLUMBING	Deep sinks need to be added to all janitor's closets	A	03	Deep sinks will be provided						
15NCA MP 4	DB	UA	Unsign Narrative	Engineer should verify the city will not require a fire break or domestic break tanks since a fire pump and domestic pump will be installed.	AE	AD	A fire pump will be installed in the building to provide water to the new suppression system. Read further explanation of what a fire break is.						

- **Review and Monitor the Project Delivery Schedule** – Our Project Manager, James Gotcher has a lot of experience utilizing project delivery schedules, as a management tool, to keep the various project stakeholders and design team on track. We will review the schedule for completeness than work with each stakeholder to confirm deliverable commitments. After this confirmation, reports will be run regularly to verify the status of stakeholder progress towards completion of activities, and confirm if there are any issues that need to be resolved in order for those activities to be completed on time. This proactive approach helps ensure problems are identified with enough advance notice so that there is time for them to be mitigated before impacting the delivery schedule. If requested by the County, we can also perform a detailed schedule duration analysis to assist in determining what a realistic project duration should be.

Construction Phase

Ensuring Clear and Timely Communication - Establishing and maintaining an effective project communication system is an APSI priority on any project. James will act as a liaison between the County staff, Architect and Contractor for the Operations Center project. At the beginning of the project, we will meet with you to discuss and define points of contact, lines of communication, reporting expectations and formats. We will summarize these discussions and expectations, along with our plans for implementation, in a construction management plan, which will outline our communication plan for the project. Some of the tools we routinely utilize to ensure clear communication with all project participants include Dropbox, GoTo meetings, weekly summary reports, check-lists/logs and focused progress meetings and minutes that track the task progress of responsible parties. James will stay in regular contact with the County PM and will customize our communication process and deliverables to meet the specific needs of the County during the duration of this project.

Project Planning and Quality Assurance - During the first few weeks of the project, we will meet with all key project stakeholders, to clearly define Owner project expectations, goals, team roles, responsibilities and most important, procedures for how we will accomplish those goals. First, we do a detailed site investigation, document existing conditions and review all contract documents and County Standards. We then develop a series of logs to be used as management tools for verifying and documenting that each project requirement is actually completed and when. This process greatly improves the quality control on the job and will give the County assurance that we are focusing the project team on completing all requirements of the contract. Some of the logs we develop for managing the project include a Time Sensitive Requirements log, to identify project requirements due in the first 30-60 days; a Tests and Inspections log, to list all required tests and inspections; a Submittal Register, to list all required submittals; and a Closeout Log, to list all items required for successfully closing out the project.

Meetings – As part of this contract, we will organize, plan and chair the preconstruction meeting, weekly progress meetings, and various coordination meetings as necessary to facilitate project communication and success. Weekly progress meetings are utilized not only for coordination and reporting on work progress, but also as a tool to identify specific tasks necessary for project success and who is responsible for completing those tasks. James will spend time during the week following up with project team members to push them to complete the commitments they made in each meeting, in order to facilitate timely resolution of issues. We also generate and review logs and status reports at these meetings for such items as RFI's,

submittals and proposed change orders, in order to keep the project team on track with their commitments and responsibilities.

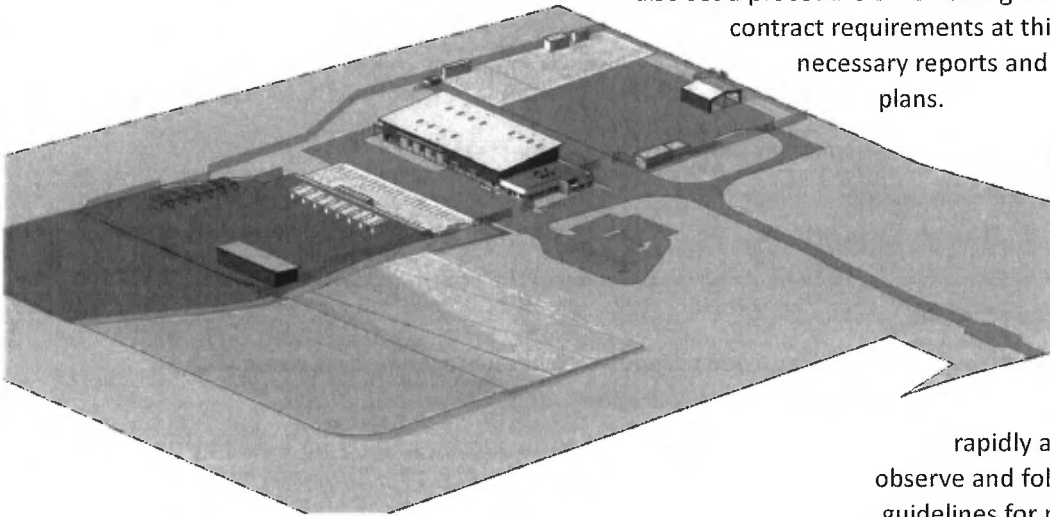
Submittal Management – We will review the specifications in detail and generate a comprehensive log, or submittal register, of all required submittals. This log will be reviewed with the contractor and submittals prioritized based on when they are needed in the field. As submittals come in, we review them for compliance with the contract documents, and actual site conditions, prior to forwarding them on to the approving entity. Submittal status reports will be generated regularly, reviewed in the weekly progress meetings, and outstanding items followed-up on.

Managing Risk & Claims Mitigation - APSI has developed effective procedures to help in avoiding claims on projects. We start by discussing and identifying potential risks, with the project team, then list those risks, along with strategies to mitigate them, in a Risk Register or log for tracking during construction. Plans for avoidance of these risk factors can then be discussed and addressed in the weekly progress meetings in advance of when they will potentially occur. Listed below are a few of the claims avoidance procedures we follow:

- *Open up lines of communication and address issues in a timely manner* – the best way to avoid claims altogether is to identify issues quickly and resolve them with the contractor in a timely manner. To do this, we flag any changes to the contract documents, which are communicated through the RFI or Submittal process, and diligently process those modifications through the change order process. It is important that the contractor understands they are not to proceed with modifications/changes, for which they believe have cost or time impact, without proper written authorization from the County. APSI includes a time each week, during the progress meetings, to identify and discuss any cost or time issues the contractor may have.
- *Issue Tracking* - An issue is any occurrence that may have an impact on project cost, time, deliverables or goals. Issue tracking numbers and files are created as a method to document and organize all applicable information concerning the issue, into one easy to reference file. Following the identification of an issue, we will track it closely and document the details with photos, correspondence, inspector reports and in our daily report. The Issues Log will be reviewed regularly and open issues followed up on to resolve them as quickly as possible.
- *Process legitimate changes quickly and provide clear and timely written direction to the contractor* - Respond quickly as well to change order requests that are not legitimate, citing all applicable contract references as back up to those decisions.

Process Requests for Information (RFI) – “A problem is half solved once it is clearly defined.” In keeping with the wisdom of this quote, we do more than just process RFI’s and send them on to the architect. When an RFI is submitted by the contractor, we first review it for completeness, to verify that all necessary information, such as detail and plan references, is present. We then review the contract documents and confirm that the RFI is a legitimate question, not already covered somewhere in the contract documents. If it will help to clarify the issue, we sometimes attach a picture or sketch so the designer knows exactly what is in question. Once submitted to the designer, we closely track the progress of RFI’s and follow-up with the reviewer regularly to expedite resolution. Timely response to contractor questions is critical to project success and claims mitigation.

Review Contractor Progress Payment Requests – Contractor payment requests will be reviewed and managed in accordance with the procedures addressed in the County Standard Specifications and the General Requirements. During the last few days of each month, we will schedule a time to walk the project with the contractor and review the information in their draft monthly schedule update as well as what their proposed percent complete of Schedule of Values line items is. After agreement is reached concerning quantity of work complete to date, the contractor will transmit the specified number of copies of their pay application, along with an updated construction schedule and any necessary substantiating data, such as Conditional and Unconditional lien releases. APSI will review this information for accuracy and completeness, than make a recommendation for owner approval and payment. As a management tool, we also set a procedure of reviewing and collecting other monthly contract requirements at this time, such as submission of any necessary reports and review of the project as-built plans.



Review and Negotiate Change Orders & Time Extensions

- APSI will work closely with the County Project Manager, Designer and the Contractor to proactively seek agreement on the cost and schedule impacts of all changes as rapidly as possible. We will also diligently observe and follow the County's standard guidelines for processing contract change orders. Typical procedures include:

- First and foremost, APSI will verify the work involved is not part of the original contract scope.
- Once it is determined the work is outside the scope of the contract, we will validate the addition is justified.
- Once it is determined the proposed change order is justified, APSI will perform a detailed estimate and evaluate any time impact assertions made by the contractor. We will document the proposed change order and provide a written justification to the County to review and approve.
- APSI will develop negotiation strategies for every proposed change order and present these findings/strategies to the County's Project Manager, then assist in negotiating the change.
- Once negotiated, APSI will prepare the applicable change order documents, track and route them for necessary signatures.

James will strive for the rapid and fair settlement of all changes. It is our experience unresolved issues quickly become the basis for claims. All the changes will be properly recorded in the Document Control system, and be continuously monitored and discussed at bi-monthly progress meetings until they are settled.

Document Control & Electronic Filing System – We will work with County staff to establish and maintain all project files. RFI's, submittals, meeting minutes, change orders, correspondence, correction notices, daily reports and issues are all managed daily as part of our comprehensive document control system. At project closeout, we will provide the County with a CD or flash drives containing a digital copy of all project documents, in electronic format, organized into easy to understand folders.

Schedule Management – Soon after the preconstruction meeting, we will set up a pre-schedule meeting. We will meet with the Contractor to review the schedule requirements and reinforce the importance of producing a schedule that complies with the contract specifications. Our review of the Contractor's Baseline Schedule includes a detailed review of activity logic, duration, level of detail, inclusion of long-lead procurement items, and contract restrictions.

Once the Baseline Schedule is established and approved, the management emphasis shifts to schedule maintenance and updating. APSI will:

- Verify the contractor's monthly schedule update accurately reflects project status.
- Prepare float trend analysis on each update.
- Assist the Owner in the evaluation of the Contractor's recovery schedules whenever progress is delayed and mitigation measures need to be implemented, or when changes to the contract scope of work have a potential for impacting the schedule
- Monitor the Contractor's progress against the approved schedule. Generate trend reports along with all other analytical reports and charts to discuss in the weekly progress meetings.
- Provide technical analysis for the review of all changes submitted and/or subsequent claims made by the Contractor. Participate in negotiation of all time impact settlements
- Make sure that 3-week look ahead schedules, utilized at the weekly meetings, and the overall project schedule are consistent with each other.

Construction Inspection - We will regularly monitor the contractor's performance, document that inspections are done in accordance with the requirements of regulatory and permitting agencies, and perform quality assurance inspections to confirm the project is constructed in accordance with the contract documents, approved submittals and manufacturer's recommendations. We will also manage H&K, our special inspection firm to be sure all required special inspections and tests are completed efficiently and documented. At the beginning of the project, we will work with the contractor and H&K to identify all required tests and inspections in advance, than review those requirements with the contractor's schedule, in order to maximize the inspector's time on-site and reduce the overall inspection costs of the project.

At the beginning of the project, it is our standard policy to develop a comprehensive list of all the required tests and inspections, to use as a tracking tool to verify that all are complete. Prior to inspection, we confirm that inspectors are aware of any RFI's or approved changes related to the area or scope they are inspecting.

We also regularly reference the Execution section of the specifications, submittals and manufacturer's recommendations to inspect and verify that the contractor is installing products in a quality manner. James will promptly notify the contractor, in writing, concerning any observed variances from the contract requirements, and provide a copy to the County. We will develop a Correction Notices form and log, to formally notify the contractor of any scope of work that is not in compliance with the contract documents and track its correction.

Photo Log – Each day we take digital photos of the work progress and specific materials or equipment installed to confirm compliance with the contract documents and approved submittals. We will then provide a weekly photos report to the County summarizing these pictures and noting the date and what each picture represents.

Daily Inspection Logs – As of the Notice to Proceed, it is APSI's policy to generate a daily inspection report for each day of construction. We record details about site conditions, visitors, all contractor personnel and subcontractors on site, applicable equipment used, work activities started, completed or in progress, activities scheduled but not started/completed, inspections and tests completed, delays, disruptions, and issues.

Monitor Compliance with SWPPP, Permit Requirements and Traffic Control Measures – As part of his daily site inspections, James will monitor the contractor's ongoing compliance with the SWPPP, permit requirements and any required traffic control measures. He will immediately notify the contractor in writing of any observed violations, track the issue in our Correction Notices log, and follow-up on their mitigation efforts. If the situation is not immediately rectified, he will notify the County PM, and any authorities having jurisdiction, and take appropriate action to rectify the situation.

Accident Prevention / Safety - APSI will confirm that, prior to commencement of work, the contractor submits a copy of their safety plan and that it is comprehensive and tailored to the specifics of this project. During the performance of the work, we will monitor the contractor for compliance with OSHA and notify you if they are not implementing the safety controls and procedures previously submitted and discussed. If we become aware that they are not following their safety plan, we bring it to their attention and note it in our daily log. If the situation is not immediately rectified, we will notify you and discuss what course of action should be taken. Additionally, there are times when a project walk reveals an immediate safety hazard to a worker or the general public. If this occurs, we take immediate action to halt the unsafe act and report the incident to the appropriate parties.



Project Closeout – The secret to a successful project closeout is “start early.” Well in advance of substantial completion, as various areas, rooms or systems are progressing; we will utilize our logs and check lists, to continually inform the contractor as to what items are complete and what items are outstanding. We also discuss these outstanding requirements in weekly progress meetings and track

contractor progress towards completing them. When the scope of work is substantially complete, we will schedule the designer and applicable County representatives for a formal punch list inspection. We will facilitate the listing of all outstanding items, from the designer and various stakeholders, into a formal punch list, then follow-up on the completion of those items by the contractor in a timely manner. At the conclusion of the project, we review the contractor's as-built documents for completeness and also review the contractor's submitted O&M, extra materials and warranty information for compliance with the contract documents.

FF&E Management – Should you require us to assist you in managing the furniture, fixtures and equipment installation for this project, our typical approach to FF&E management is as follows. We schedule coordination meetings, early on in the project, with all stakeholders, County staff and specific contractor trades who will be involved with FF&E procurement and installation. Action items from these meetings, along with updated schedules, are regularly distributed and followed-up on with project team members during the course of the project. We look at cut sheets for furniture/equipment to verify utility and space requirements, make sure these points of connection or interaction with the contractor's scope are identified and coordinated way in advance. We can confirm delivery details, how FF&E equipment/furniture will be received, delivered, and stored if necessary.

How Work Prioritized and Hours Phased

During the course of managing hundreds of projects for the Federal GSA, many of which were on a part-time basis, APSI has become proficient at flexing our hours and days to most efficiently meet the changing demands of the project and stay on budget. At any given time in the project, the priorities will vary. Should you require our hours to be phased, we will stay in regular contact with the County PM to come to an agreement as to what the project priorities are at that time, and which scope items should be focused on based on the current needs of the project.

5 Supporting Information (Resumes)

Ron Mann, CCM, LEED GA, Project Executive (As-Needed)

Education: BS, Construction Management, California State University, Fresno
Licenses/Certifications: Certified Construction Manager CMCI ID #A1723, LEED Green Associate, OSHA 10-Hour Construction Safety

Ron's 25 years' experience encompasses construction pre-construction, project management, project controls, scheduling, and claims analysis services. He is adept at managing complex projects, including in occupied facilities. He also brings expertise in managing commissioning activities and documentation for LEED projects. Ron's experience covers projects for public agencies, colleges and universities, correctional facilities, transportation agencies, and healthcare facilities.

City of Elk Grove, New Animal Shelter, Preconstruction Services, Elk Grove, CA – Project Manager for this new \$15 million project which consists of the development of a single story, 23,000 square foot building. Ron is providing pre-construction management services related to the design development and construction documents phases of the Animal Shelter Project (including common pedestrian walks, landscape areas, on-site treatment and detention, and parking lots) from 60% design beginning July 2017 to 90% design ending December 2017. These include the review and development of plans and specifications, constructability analysis, engineer's cost estimates, independent cost estimates, bid evaluation, scheduling analysis, value engineering, project controls, peer review, and prequalification of potential general contractors. Construction of this project will commence in February.

SolTrans, Compressed Natural Gas (CNG) Project at Operations and Maintenance Facility, Vallejo, CA - Project Construction Manager for this \$4 million contract to provide pre-construction and construction management services for the implementation of SolTrans' compressed natural gas (CNG) fueling facility and related maintenance modifications at its Operations and Maintenance Facility, located at 1850 Broadway Street in Vallejo, California. The new CNG facilities consist of fueling islands and related compression equipment located along the southern boundary of their maintenance yard. Ron managed the whole process from pre-construction, providing constructability reviews, preparation of bid documents, managing the bid process, project management during construction and project closeout.

SolTrans, Operations and Maintenance Facility Renovation, Vallejo, CA - Project Construction Manager for the renovation of this \$4 million, 26,800 sf, one story building on a 6-acre site. Pre-construction services included constructability reviews, preparing bid documents, and managing the bid process. The construction management phase included the construction of a 1,150 sf addition to house the dispatch, safety office and server room. Renovation work included the addition and remodel of office space, restroom and kitchen renovations, installation of a CNG detection system, structural and electrical upgrades so part of the building could be designated as an Emergency Operations Center (EOC), exterior fencing and a surveillance system. The facility remained operational during construction, requiring phasing in the shop area and relocation of staff to temporary facilities. The work was funded with federal (Federal Transit Administration), state, and local funding sources. The project was completed on time and budget to the satisfaction of SolTrans.

Ron Mann, CCM, LEED GA | Page 2

San Joaquin Regional Transit District, Transportation Center, Stockton, CA – Ron provided scheduling and estimating services for the new \$47 million, design-build, central operations facility. The 100,000 sf LEED Silver facility included 3 phases. Phase I includes a new fuel / brake / tire building, a wash building, and site work. Phase II is the construction of the new 91,000 sf, 2-story maintenance facility for 250 buses, and Phase III features a new operations building and site work to accommodate an additional 250 buses.

California Department of Corrections & Rehabilitation, Health Care Facilities Improvement Program, Kern County, CA - Project Director for the pre-construction and construction phases of new \$61 million health-care facilities in three CDCR facilities in Kern County, CA. The new facilities are within the secure perimeter, and include renovations, additions, and new buildings to support the planned improvements to health care facilities for inmates. Projects are: Wasco State Prison, Wasco - \$24 million, California Correctional Institution, Tehachapi - \$14 million, and North Kern State Prison, Delano - \$23 million. Preconstruction services include development of a Project Management Plan, phasing reviews, constructability reviews, milestone schedule, submittal tracking log, value engineering, and bidding assistance.

City of Sacramento – Project Manager for four on-call contracts. Individual projects included:

- *George Sim Community Center* – Cost estimates for \$15 million, LEED Silver, 31,600 SF project consisting of demolition of part of the existing facility, construction of new multipurpose addition and new gymnasium, and renovation of existing facilities.
- *Ethel McLeod Hart Senior Center* – Project/Construction Manager for the \$300,000 fast-track 1,600 SF remodel and addition of a wood framed single story to this senior center. Work included the demolition of interior walls and a storefront, the relocation and enlargement of a computer lab for use by seniors, addition of a food preparation area and restrooms.
- *Fire Stations 20/30* - Claims analysis and mediation for the \$8.3 million construction of two new fire stations. Researched and organized project documentation to be used in response to contractor claims. Activities included analysis of contractor's schedules and assisting with preparation of the city's position for litigation.

City of Stockton, Police Department, Chief's Office Tenant Improvements, Stockton, CA – Project Manager to provide construction management services for the construction of \$1 million in tenant improvements for the Chief's Office project located on the fourth floor of the City owned Stewart Eberhardt Building (SEB), located at 22 E. Weber Avenue, in the City of Stockton. The SEB is a four-story essential services building that currently houses sections of the Police and Public Works Departments. The building consists of four floors and an attached 700 vehicle parking structure. Each floor contains approximately 25,000 square feet of space.

City of Stockton, Municipal Utilities Department HVAC Upgrades and Re-Roofing Project, Stockton, CA - Project Manager for the Municipal Utilities Department HVAC Upgrades and Re-roofing project and the Public Works Department Municipal Services Center (MSC) HVAC Upgrades and Re-roofing project. Improvements include, but are not limited to HVAC system replacement, roof and gutter replacement, electrical and plumbing modifications, dry-rot repair to structural wood framing, safety ladder and guardrail installation and modification, and hatch installation.

James Gotcher III, Project Manager (Full-time)

Education: BA, Business Administration, California State University, Hayward
Coursework at Las Positas College and Cal State East Bay: Production and Operations Management; Construction Management; Finance; Business and Construction Law; FEMA Operations; and LEED Design and Construction

Certifications: American Concrete Institute; Campbell Pacific Nuclear, Nuclear Density Testing; ACI, Field Technician, Grade I; 40-Hour HAZWOPER (Hazmat); Caltrans

James has over 30 years of diverse experience in the construction field, serving as project manager and construction inspector, overseeing all phases of construction in both the public and private sectors as well as enforcement of Federal, State, and Local Municipal Ordinances.

James has extensive experience in commercial and residential construction and utilization of concrete, wood and steel frame construction; mass grading operations, including soils / slope stabilization, landslide repair, underground utilities, drainage installation and design, retaining wall construction, settlement monitor placement; monitoring and underground storage tank removal and replacement, as well as asphalt paving materials and operations. He also has experience in permitting with various agencies, hazardous material abatement and LEED / Green Building Certification.

Most of James’ work experience consists of county, city, federal and private projects. He has provided management, supervision and inspection services for: commercial and public buildings, historic restorations, theatres, pools, residences, bridges, highway and roadway construction, hospitals and airports as well as all aspects of underground utilities and paving. He is very knowledgeable in the enforcement of laws relating to the health, safety and welfare of the community regarding local building, fire, health, municipal and California vehicle codes, and possesses strong computer and report writing skills in several law enforcement, accounting and estimating programs.

City of Pleasanton, CIP Project Manager/Construction Inspector, Pleasanton, CA – For over 15 years James was responsible for the planning, coordination, and management of activities concerned with the construction, restoration and maintenance of structures, facilities, and operational systems. James participated in the conceptual development of a project and oversaw its organization, scheduling, construction and implementation on the following projects:

Project Name	Const. Value	New Construction or Renovation	Design Phase	Construction Phase	Closeout Phase
Firehouse Arts Center	\$14.5M	Adaptive Reuse and New Construction to include remediation of on site Soil and existing structure.	✓	✓	✓
Bernal Community Park	\$8.8M	New Construction	✓	✓	✓
Fire Station No.4	\$8M	New Construction		✓	✓
Alviso Adobe Community Park	\$5M	Renovation and New Construction	✓	✓	✓
Dolores Bengtson Aquatic Center	\$3.7M	Renovations and Upgrades		✓	✓
Veteran's Memorial Building Renovation	\$4.5M	Renovation and remediation of Asbestos and Fuel Oil	✓	✓	✓

James Gotcher, III | Page 2

Maintenance Buildings	\$700K	New Construction of premanufactured metal buildings		✓	✓
LED Streetlight Program	\$2M	Retrofit		✓	✓
OSC 300kw Solar Panel	\$1.7M	New Construction		✓	✓
Police Dispatch Center	\$211K	Renovation	✓	✓	✓

His duties included:

- Overall management of a wide range of projects from small renovations to construction of new buildings and sports facilities.
- Developed project cost estimates while making economic comparisons of project schemes and value engineering options, developing project scope, budget and schedule and maintaining such commitments through design, construction, and close out processes. Timely procurement for all permits required by the regulatory authority, including Federal, State and Local permits
- Coordination with all outside utility companies including design, construction and inspection.
- Provided engineering and inspection support to ongoing activities.
- Served as the City’s primary contact for all project stakeholders (end users, architects, engineers, contractors, consultants, etc).
- Developed RFPs, solicited and obtained bids from contractors and vendors. Negotiated fees and pre-qualification of contractors/consultants.
- Drafting of various legal documents and conditions to insure that the interests of the City and the public were protected.
- Prepared contract documents both standard form and customized to each individual project.
- Prepared staff reports to City Council
- Issued contracts and purchase orders after appropriate approvals.
- Secured properly executed contract and purchase order agreements, insurance certificates, bonds and other documents as required to protect the interests of the City.
- Ensured projects were constructed in accordance with the contract requirements and specifications, the approved budget and within the allotted time allowed by contract.
- Provided for a safe work environment for all projects.
- Analyzed and resolved specific issues in a timely manner while under pressure to maintain construction schedule. This required a thorough understanding of civil, architectural, mechanical, electrical and other specialized construction drawings as well as Project Standards and Specifications.
- Prepared, reviewed and negotiated change orders and fees with contractors and professional consultants. Issued change orders to contractors and others and prepared revisions to the project budget as required.

James Gotcher, III | Page 3

- Kept staff and management fully informed in a timely manner with regard to any and all potential changes or problems on a project.
- Maintained good working relationship with architects, engineers, contractors, suppliers, and other City staff members, including the City Attorney, City Manager and City Council members.
- Actively participated in project, coordination, contractor and scheduling meetings.
- Negotiated claims as required from either consultants or contractor.

SBC/Pacific Bell, Manager, Contract Administration, CA – James was responsible for all outside plant construction and maintenance in a tri-city area, including material acquisition, coordinate selection and hiring of contractors, analyzing source documents, surveying job sites, and estimating job costs. He provided determination if job design was in accordance with standard construction and safety practices, was suitable for existing field conditions and whether it was cost effective. He would complete and approve all necessary documents and fulfill contract obligations to meet C.P.71 and GEO 95 requirements and to meet all public, city, county, and state permit obligations and requirements. James also provided supervision, inspection and coordination of jobs as they were in progress, including emergency restoration. He oversaw contractor performance appraisal process and ensured all emergency restorations were done as expeditiously and safely as possible.

City of Livermore, Senior Engineering Technician, Livermore, CA – James was responsible managing and inspection of city owned projects, grading permits, encroachment permits and the 1998-1999 sidewalk repair program. His accomplishments included: Drafting of the City of Livermore “Grading Ordinance” in cooperation with other engineers; personally created the Engineering Department's “Inspection Procedures Manual” and worked towards the City adopting measures for Erosion/Sediment Control within the City of Livermore.

Anurag Garg, CMIT, Project Engineer (Part-time)

Education: MS, Civil Engineering, Michigan Technological University, Michigan
BS, Civil Engineering, University of Pune, India

Certifications: Construction Manager in Training, Construction Management Assoc. of America

Anurag has five years of experience and is a recent graduate of Michigan Tech. He has experience with projects ranging from installing casing for pipelines using trenchless technology to vertical construction of public buildings and upgrades of electrical distribution systems. Anurag has worked as the Owner’s Representative on these projects. He also has experience with on-site project monitoring, site inspection, productivity analysis, scheduling, estimation, quality control, dispute resolution, and evaluation of latent design.

California Department of Corrections & Rehabilitation, California Correctional Institute, Tehachapi, CA – Anurag is serving as Project Engineer/Scheduler for \$14 million in new healthcare facilities at the California Correctional Institution in Tehachapi, CA. The new facilities are within the secure perimeter, and include renovations, ADA upgrades, additions, and new buildings to support the planned improvements to health-care facilities for inmates. Delivery is design-bid-build and projects include: Facility A Primary Care Clinic Renovation, new Pharmacy and Lab, Facility B Primary Care and Specialty Clinic Renovation, Facility D Primary Care Clinic Renovation, and new Facility E Primary Care Clinic. Anurag’s responsibilities include: creating and maintaining as-built drawings, administering quality control as outlined in the project procedures manual, identifying and assisting the Project Manager in resolution of project issues to help the CPM schedule, provide critical path method analysis and schedule update reviews, identify and discuss scope change from RFI for potential cost or schedule impact, prepare daily reports, participation and documentation of project coordination meetings, coordinating the change order management process, creating the change order package for approval, assisting and supporting the project team with daily project coordination, track and follow up on construction bulletins.

Oregon Youth Authority, Rouge Valley Youth Correctional Facility, New School Building, Grants Pass, OR – Project Engineer. This \$9.7 million, LEED Gold facility is intended to be a intervention to prepare youths between the ages of 12 and 24 who have committed crimes before the age of 18, for life after the detention center and help them expand on the skills learned from the correctional facility. The project duration was 1-year for construction. Anurag was responsible for: performing project management, construction site inspection services, coordination of subcontractors, develop limited scope of work statements, and prepare cost estimates for assigned OYA projects; coordinating work between the agency and contractors to verify the project is completed on time and within budget; monitoring construction activities, including project progress and compliance with building and safety codes; and inspecting and reviewing projects to monitor adherence to OYA policies including tool control and contractor access, and other pertinent regulations.

Fremont Unified School District, Bond Program, Fremont, CA - Scheduler provided critical path method analysis and schedule update reviews for this \$650 million bond measure passed in 2014. Activities included: master schedule development, establishment of online collaborative program document control system; establishment of criteria for entire project controls for individual construction management team, including minimum standards for all schedules, estimators, and project controls for all program participants (district, construction managers, general contractors, design-builders).

Sharad Mathur, PSP, PMP, CCM, Scheduler (As-needed)

Education: MS, Construction Management, Bradley University, Peoria, IL
BS, Civil Engineering, SLN College of Engineering, Raichur, India

Certifications: Planning and Scheduling Professional #474
Project Management Professional #243507
Certified Construction Manager, CMCI ID #A1325

Sharad brings 25 years' experience in the management of project controls for complex projects. An expert in the application of P6 to new and ongoing projects, he combines expertise in the development of work breakdown structures, master schedules, budget controls, and document control. He also brings specialized expertise in the coordination of BIM into schedule management. Sharad has provided schedule development, schedule maintenance, project controls, risk analysis, and claims analysis for public buildings, transportation infrastructure, and healthcare facilities. He also brings credentials and experience in construction management. Current projects are achieving LEED Silver, Gold, and Platinum

Port of Long Beach, Maintenance Facility Complex, Long Beach, CA – Project Controls Engineer for the new \$34 million design-bid-build, LEED Gold project that included the construction of: a 56,000 SF new Maintenance Building; a 50,000 SF new Covered Storage Building; and a 31,000 SF new Covered Vehicle Storage Building along with upgrading site and civil utilities. Scheduling tasks included oversight of the general contractor's overall schedule during the 14 month period. The contractor's Oracle P6 baseline schedule was submitted every month with their invoice payment. Sharad would review the current month's schedule for construction progress completed compared to that months proposed payment application for correctness. In addition, during each week's construction meeting, the three week look ahead schedule was reviewed with the contractor. APSI also helped create and finalize procedures which incorporated the use of Skire Unifier. These new procedures were intended to be integrated for future Port of Long Beach projects.

Port of Long Beach, Security Command & Control Center, Long Beach, CA – Project Controls Engineer for the new \$14 million, 25,000 SF, 3-story communications hub and headquarters for port and homeland security. The building achieved LEED Silver certification.

City of Diamond Bar, New Community Center, Diamond Bar, CA – Project Controls Engineer for project/construction management services for a new \$10 million community center. The center is composed of four seismically separated buildings that are architecturally presented as a single facility. The largest component is the 10,000 SF banquet building. The other three structures include a kitchen, computer learning center, crafts room, dance room, senior center, multipurpose room, offices and restrooms.

County of Monterey, Monterey Jail Housing Addition, Salinas, CA - Project Controls Manager/Senior Scheduler on this \$70 million new jail housing addition (134,000 sf with a building footprint of approximately 55,400 sf) that provides 576 new beds in eight housing units distributed on two floors, program spaces for inmates, administration and staff support spaces and public entrance with video visitation. Sharad performs review of preliminary schedules, baseline schedules updates, weekly progress, monitoring analysis of time impacts, performs earned analysis and provides recommendations to the County. He also provided procurement and implementation & training of an online collaborative document project controls systems.

Sharad Mathur, PSP, PMP, CCM | Page 2

County of Monterey, New Juvenile Hall, Salinas, CA – Project Controls Manager/Senior Scheduler for the construction of this \$40 million, multi-phase project being demolished sequentially and replaced with new construction while maintaining uninterrupted facility operations. The project will house a 120-bed new facility, laid out campus style with a central 1 ¼ acre recreation yard surrounded by four housing and support buildings. Sharad performs review of preliminary schedules, baseline schedules updates, weekly progress, monitoring analysis of time impacts, performs earned analysis and provides recommendations to the County. He also provided procurement and implementation & training of an online collaborative document project controls systems. October 2017 - August 2019

California Department of Corrections & Rehabilitation, Health Care Facilities Improvement Program, Group 5, Kern County, CA – Project Controls Manager for \$61 million in new and renovated healthcare facilities, including ADA upgrades in Wasco State Prison, California Correctional Institution, and North Kern State Prison. Facilities are within the secure perimeter. Preconstruction activities to date include review of general conditions, providing comments to the Project Management team, and visiting each project site to understand phasing and logistics. Based on site evaluations, Sharad made recommendations to the Project Management team. Subsequent modifications have been made for overall sequencing based on these recommendations. Sharad also provided pre-bid schedules for each individual project to determine the overall duration for each project before going to bid. AB900 Funding; Design-bid-build.

Sanitation Districts of Los Angeles County, Puente Hills Material Recovery Facility, Puente Hills, CA – Project Controls Engineer for the development of the baseline schedule, cost loading of the schedule, monthly updates and time impact analysis. The \$35 million project is located on 25 acres and comprises the processing building, administrative offices, scales, parking and maintenance areas. The 55-foot-tall processing building is 215,000 SF.

Ricardo Aviles, PE, PSP, Estimator (As-needed)

Education: BS, Civil Engineering, Drexel University
License/Certifications: Professional Engineer, Pennsylvania #PE075771
Professional Engineer, Maryland #45257
AACEI Planning & Scheduling Professional #583
OSHA, 10 hour basic construction safety & health

Ricardo has 25 years of experience providing estimating and scheduling services for the design and construction of major federal, state, commercial, education, and transportation projects. He has prepared budgets/ supervised/ coordinated project cost control professionals throughout the country. His detailed estimates and quantity takeoffs have included architectural, civil, structural, mechanical, and electrical costs from conceptual through construction for various federal, state, commercial and educational projects including airport facilities, commuter rail lines and terminals, bridges and highways. Ricardo has provided estimates for change order negotiations with contractors and claims made for on-going construction. He is a certified Planning Scheduling Professional (PSP) and has created and revised design and construction schedules, and is skilled in the use of Open Plan 3.1, Primavera Project Planner (P3/P6). He is MCACES (MII) certified and has performed Parametric Cost Estimating for the U.S. Army Corps of Engineers (USACE) through the use of PACES, MCACES software, and Blue Beam for takeoffs.

County of Monterey, New Juvenile Hall, Salinas, CA – Senior Estimator for the construction of this \$40 million, multi-phase project being demolished sequentially and replaced with new construction while maintaining uninterrupted facility operations. The project will house a 120-bed new facility, laid out campus style with a central 1 ¼ acre recreation yard surrounded by four housing and support buildings. As estimator, Ricardo performed change order estimates for negotiation with contractors’ submissions on on-going construction.

County of Monterey, Monterey Jail Housing Addition, Salinas, CA - Senior Estimator on this \$70 million new jail housing addition (134,000 sf with a building footprint of approximately 55,400 sf) that provides 576 new beds in eight housing units distributed on two floors, program spaces for inmates, administration and staff support spaces and public entrance with video visitation. As estimator, Ricardo performed change order estimates for negotiation with contractors’ submissions on on-going construction.

California Department of Corrections and Rehabilitation (CDCR), Health Care Facility Improvement Program, Kern County, CA– As Senior Estimator, Ricardo supports the APSI team, currently acting as owner’s representative for CDCR, overseeing the construction of two on-going construction projects. These projects are under one prime contractor and are similar in scope. North Kern’s scope of work includes two building additions, three building renovations, ADA upgrades, and eight new buildings, site work and infrastructure upgrades with an estimated construction cost of \$25 million, and final completion time of July 2018. The Wasco project includes two building additions, four building renovations, and eight new buildings, site work and infrastructure upgrades with an estimated construction cost of \$26.6 million, and final completion time of February 2019. These two projects encompass new medical facilities and renovation of existing building facilities.

Ricardo Aviles, PE, PSP | Page 2

New Jersey Economic Development Authority (NJEDA), Wilbur Watts Intermediate School Renovation and Addition, Burlington, NJ – Estimator. Ricardo created schematic design, design development, construction design, bid, and conformed document estimates for renovations and new construction at this school in Burlington, NJ. The renovations included the auditorium, cafeteria, and football field, as well as hazmat remediation. The project also included a 2-story, 92,200-sf addition on a 66,000-sf footprint, a new 3,800-sf maintenance building, and a new auditorium on a 9,000-sf footprint. Ricardo's detailed estimates included all architectural, civil, and structural cost items. He performed cost savings analysis for bid documents which was estimated at \$700,000. The estimated construction cost was \$27 million.

THE 119, LLC, The Barn of Wildomar, CA – Senior Estimator providing evaluations of change orders and estimates for two commercial building renovations. The project was delayed and the contractor had submitted over 50 change orders. Abacus was hired to help evaluate 16 change orders and provide cost estimates for negotiations and credit evaluations. Change orders evaluation included preparing estimates for pavement parking renovation option, site utility relocation, exterior construction façade credit, sidewalk crossings, signage changes, and wind mill structure foundation and structure for an overall total of \$400K.

City of Carlsbad, Faraday Municipal Building Roof Renovation, Carlsbad, CA – Senior Estimator provided a conceptual design estimate for this \$553K project. Ricardo also provided a final design cost estimate for the City Hall HVAC and Roof Renovation Project (\$404K).

US Army Corps of Engineers, Fort Lee Code 3 Climate Storage Facility Ordinance Museum, Petersburg, VA – Senior Estimator, from a team of estimators, responsible for creating a complete parametric estimate, using PACES software, for congressional funding, of the \$32 million, 140,000-sf ordinance storage, rehabilitation, and museum facility at Fort Lee in Petersburg, VA. Ricardo performed quantity takeoffs from design basis documents in order to develop input data for criteria required by the PACES program. The PACES system produced all architectural, civil, structural, electrical and mechanical detail cost items. In addition, the PACES cost estimate details were QA/QC and individually adjusted as necessary in order to provide a more accurate cost estimate. The facility houses micro and macro ordinance artifacts presently housed at the Aberdeen Proving Grounds. The macro artifacts include tanks, military transportation vehicles, and artillery pieces from all wars, including a WWII, 436,000-lb German rail mounted artillery cannon.

Curt Johnson, Special Inspection (As-Needed - Holdrege & Kull)

Education: General Education, Bear River High School; US Navy Damage Control (Firefighter)
Careers in Construction, Special Inspector

License/Certifications: American Concrete Institute (ACI) Concrete Field Testing Technician – Grade I
International Code Council (ICC) - Special Inspector for Reinforced Concrete,
Structural Steel and Welding, and Structural Masonry
Caltrans Test Methods – 105, 125, 201, 202, 216, 217, 226, 231, 375, 504, 518, 533,
539, 540, 556, 557
Nuclear Density Gauge Operation; Confined Space Entry

Curt has performed field technician and special inspection services throughout the Sierra Nevada and Central Valley for Holdrege & Kull since 2004. Projects have included municipal, commercial, and residential developments. Curt’s construction quality assurance experience on municipal projects has included review of construction schedules, performance of special inspections, preparation of field reports, review of submittals and plans, and photographing project progress. Curt was also the primary inspector for the Sierra Nevada Memorial Hospital Expansion project. Curt has also acted as the field supervisor supporting the field technicians to complete their assignments.

County of Nevada, Tinloy Street Transit Center, Grass Valley, CA - Materials Testing/Special Inspector for this \$1 million new center which was designed to provide a safe and secure facility, while capitalizing on the visibility of the site and reflecting the unique architecture of Grass Valley. The project was built on approximately 1.4 acres and included a Concrete Masonry Unit (CMU) restroom/pump/storage building, 330-foot-long transit vehicle transfer bay, 12-foot-wide ADA compliant sidewalks/passenger waiting area, two shelters, retaining walls, passenger parking bays, and other related site elements.

City of Nevada, City Maintenance Station Resident Mechanics Facility, Nevada City, CA – Special inspector responsible for construction inspection during structural concrete, structural welding, and structural masonry. The CMU structure had walls varying in height up to 30 feet and were constructed of both smooth and split face block which had interaction with the structural steel.

County of Nevada, Various Public Works Projects, Nevada County, CA - Materials Testing/Special Inspector for a variety of projects which ranged from roadway to minor structures from 2010 through 2016.

Caples Lake and Peddler Hills Caltrans Maintenance Center, Pine Grove, CA - Special inspector responsible for construction inspection during the structural concrete masonry unit (CMU) building construction. The CMU structure had walls ranging in height up to 25 feet and were constructed of both smooth and split face block. Both of these District 10 structures were located at high elevations in the Sierras and required special attention to ensure the CMU structure would be resistant to the harsh weather extremes.

South Auburn Street ARRA Rehabilitation, Grass Valley, CA– Construction materials tester/special inspector in charge of field moisture/density testing of aggregate base rock to be used in hot-mix asphalt. Collected samples of loose mix during paving operations and core samples following paving for laboratory testing.

Placer County Community Development Resource Center, Auburn, CA - Materials tester/special inspector responsible for earthwork and foundation excavation observation; special inspection of masonry, reinforced concrete, structural steel, welding, and spray applied fireproofing; and sampling of concrete and structural steel assemblies.

Supporting Information (Letters of Recommendation)

Solano County Transit

Phone / Fax (707) 736-6990



**BOARD OF
DIRECTORS**

December 2, 2015

Osby Davis
Chair
City of Vallejo

Elizabeth Patterson
Vice Chair
City of Benicia

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City of Vallejo

Tom Campbell
City of Benicia

Jim Spering
MTC Representative

Pete Sanchez
STA, Ex-Officio

TO WHOM IT MAY CONCERN:

APSI Construction Management provided construction management services for the SolTrans O&M Facility Renovation project, between April 2014 and November 2015. Ron Mann served as APSI's construction manager during both the design and construction phases. Services provided included design team management, constructability review, bid phase management, document control, scheduling, estimating, and quality control inspection services during the construction phase. The project was successfully completed, on time and on budget, to the satisfaction of SolTrans.

Ron has been a valuable member of the project team and his contributions have been key to the successful completion of the project. I would recommend Ron Mann and APSI CM to any organization seeking project management support for their projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Mona Babauta".

MONA BABAUTA
Executive Director

cc: Chron file

Mona Babauta
Executive Director

Suzanne Fredriksen
Board Clerk



December 1, 2015

Re: Recommendation Letter for APSI Construction Management Services

To Whom It May Concern:

I was the consultant Project Manager/Owners Representative for the recently completed Solano County Transit (SolTrans) for the design and construction of the \$5 million Bus Operations and Maintenance (O&M) Facility Renovation project, located at 1850 Broadway Street in Vallejo, California. The facility is a 26,800 sf, one story building situated on a 6-acre site. Work included construction of an 1150 sf addition to house the dispatch, safety office and server room. Renovation work included the addition and remodel of office space, restroom and kitchen renovations, rough-in for a future CNG system, exterior fencing and a security surveillance system.

APSI CM, and their project manager Mr. Ron Mann, consistently provided timely and professional service. Ron's attention to detail in managing the project team and facilitating communication helped us to resolve several difficult problems and complete the project successfully. APSI provided design and bid phase management, as well as specialty inspections, document control and quality control during construction. The project was completed on time and under budget.

While this is my first project working with APSI CM, and Mr. Mann, I would not hesitate to use their services again and recommend them to other organizations.

If you have any questions concerning the performance of Mr. Mann on the SolTrans O&M Facility Renovation project, please call me at: (916) 804-0336.

Sincerely,

Marty Hanneman, P.E.
Interwest Consulting Group
Project Manager

Interwest Consulting Group, Inc.
9300 W. Stockton Boulevard, Suite 105
Elk Grove, California 95758



CITY OF STOCKTON

PUBLIC WORKS DEPARTMENT

22 East Weber Avenue, Room 301 • Stockton, CA 95202-2317 • 209/937-8411 • Fax 209/937-8277
www.stocktongov.com

February 24, 2014

To whom it may concern:

I am pleased to write this letter of recommendation for Ron Mann (APSI). Ron worked as a construction manager for the City of Stockton's Police Department Boiler and Economizer Project from May of 2012 until November of 2012. In addition to replacing two boilers and installing a water source economizer, the project included replacing pumps, piping modifications, complete ductwork cleaning, and new automated temperature controls.

Ron's responsibilities included planning, coordinating, monitoring, and evaluating the work on the project. His strong ability to track the work progress (or lack thereof), kept everyone on task and on schedule; his thorough understanding of the project allowed him to negotiate more favorable terms on contract change orders, among other things.

As the project manager, I especially appreciated Ron's open line of communication, not just with me, but with all stakeholders including the consultant, contractors, and building occupants. This was of great benefit for coordinating some of the work within the around-the-clock daily operations of the Police Department.

I can recommend Ron Mann for any position requiring dedication, reliability, and strong work ethic.

Sincere regards,

Alex Martinez
Project Manager II



6 References

1. SOLTRANS (Solano County Transit), Vallejo, CA

Name of Project (s): Operations and Maintenance Facility Renovation/CNG Project

Construction Cost: \$4 million (O&M Facility); \$4 million (CNG)

Date Services Provided: 12/2014-11/2015 (O&M Facility); 1/2016-8/2016 (CNG)

Team Member: Ron Mann, Project/Construction Manager (APSI)

Scope of Work: Pre-construction and construction management services

Agency Project Manager: Pat Carr, General Services Manager, 311 Sacramento Street, Vallejo, CA 94590, (707) 656-2012

Operations and Maintenance Facility Renovation

APSI provided pre-construction and construction management services for this \$4 million renovation. The facility is a 26,800 sf, one story building on a 6-acre site. Work included construction of a 1,150 sf addition to house the dispatch, safety office and server room. Renovation work included the addition and remodel of office space, restroom and kitchen renovations, installation of a CNG detection system, structural and electrical upgrades so part of the building could be designated as an Emergency Operations Center (EOC), exterior fencing and a surveillance system. The facility remained operational during construction, requiring phasing in the shop area and relocation of staff to temporary facilities.

Services included constructability review, analysis of phasing options and development of a phasing plan, preparation of bid documents, managing the bid process including advertisement, pre-bid meeting, job walk, response to bidder questions, bid summary and analysis, recommendation for Board approval, pre-construction meeting, and notice to proceed, project management during construction such as QA/QC inspections, review of potential delays and mitigation measures, change order evaluation, weekly project meetings, review of monthly progress payment requests and recommendations for approval, monthly project progress report, and project documentation, and project closeout.

The project received numerous awards, including the 2015 CA State Assembly/CA State Senate/ Congressional Recognition Project Delivery Award and 2015 CA State Assembly/CA State Senate/ Congressional Recognition Project of the Year Award.



Operations and Maintenance Facility - Compressed Natural Gas (CNG) Project

APSI provided preconstruction and construction management services for this \$4 million implementation of SolTrans' compressed natural gas (CNG) fueling facility and related maintenance modifications at its Operations and Maintenance Facility. The fast-fill CNG fueling station is used to fill heavy-duty transit buses. The station consists of two electric motor driven compressors and two fast-fill dispensers among other equipment. A standby diesel generator can power one compressor and related systems during a power outage. The CNG fueling station can be monitored remotely with automated station alerts provided via text messaging.



Preconstruction services included constructability reviews; preparing bid documents such as the Notice to Contractors, proposal and contract booklet, and preparation of Division 1 Specifications and Special Provisions; assistance with the bid process, pre-bid conference, pre-bid questions, bid reviews and pre-construction meetings.



The new CNG facilities consists of fueling islands and the following related compression equipment located along the southern boundary of their maintenance yard, including CNG Dryer, compressors, storage vessels, dispensers, diesel generator and control panel. Onsite demolition consisted of removing existing pavement to accommodate the new foundations. Site work included trenching, paving, fencing, concrete, mechanical (piping), and electrical work.

Challenges/Solutions

- PG&E Management/Coordination – advised SolTrans early on of the potential schedule risk to the project concerning completion of PG&E gas and electrical scope. Scheduled coordination meetings early with the PG&E project manager, designer and contractor to confirm scope, responsibilities, deliverables and procedures. Kept all parties informed during construction of any schedule changes, or related design modifications and documented commitments.
- Highly Detailed Testing Requirements – for CNG and electrical equipment and high pressure gas lines. Confirmed procedures and requirements with Engineer, manufacturers and Authorities having jurisdiction, generated logs ensured all parties aware of requirements, witnessed and documented compliance.
- Facilitated design change of CMU footing to remove the impact of vertical conduit block-outs which generated a credit of \$25K.

2. City of Elk Grove, New Animal Shelter, Elk Grove, CA

Name of Project: New Elk Grove Animal Shelter

Construction Cost: \$15 million

Date Services Provided: 9/2017 - 1/2018

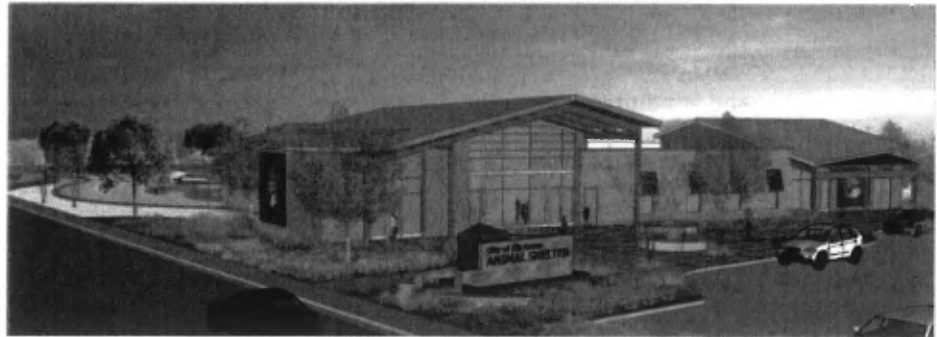
Team Member: Ron Mann, Project/Construction Manager (APSI)

Scope of Work: Pre-construction and construction management services

Agency Project Manager: Jeff Werner, Senior Civil Engineer, 8401 Laguna Palms Way, Elk Grove, CA 95758, (916) 478-3602

The proposed \$15 million project consists of the development of a single story, 23,000 square foot building located on a 2.8 acre undeveloped City owned parcel at the Corporation Yard at the corner of Iron Rock Way and Union Parkway. The project includes public parking and service parking lots, outdoor animal yards, kennels with the capacity of 48 dogs and 48 cats, low-cost spay and neuter clinic, and landscape and hardscape areas. The Animal Shelter is designed to provide animal sheltering services and related programs for the City of Elk Grove. The goal is to meet current and future animal shelter needs while providing appropriate and humane care of the animals it serves.

APSI is providing pre-construction management services related to the design development and construction documents phases of the Animal Shelter Project (including common pedestrian walks, landscape areas, on-site treatment and detention, and parking lots) from 60% design beginning July 2017 to 90% design ending December 2017. APSI is



providing services for the review and development of plans and specifications, constructability reviews, design peer review, independent cost estimates, bid strategies and schedule duration analysis.

APSI will also be providing full construction management services for this project during construction, including site inspection and quality assurance, scheduling, estimating, change management, document control, meetings management, pay application review, and closeout management.

Challenges/Solutions

- Utilized Bluebeam to provide real-time constructability review comments to the Design team at the 60% DD and 90% CD stages.
- Reviewed City standard General Conditions and made recommendations to improve the scheduling specifications to provide better project control and reporting during construction.

3. City of Stockton, Chief's Office Tenant Improvements, Stockton, CA

Name of Project: Police Department, Chief's Office Tenant Improvements

Construction Cost: \$1 million

Date Services Provided: 1/2017-7/2017

Team Member: Ron Mann, Project/Construction Manager (APSI)

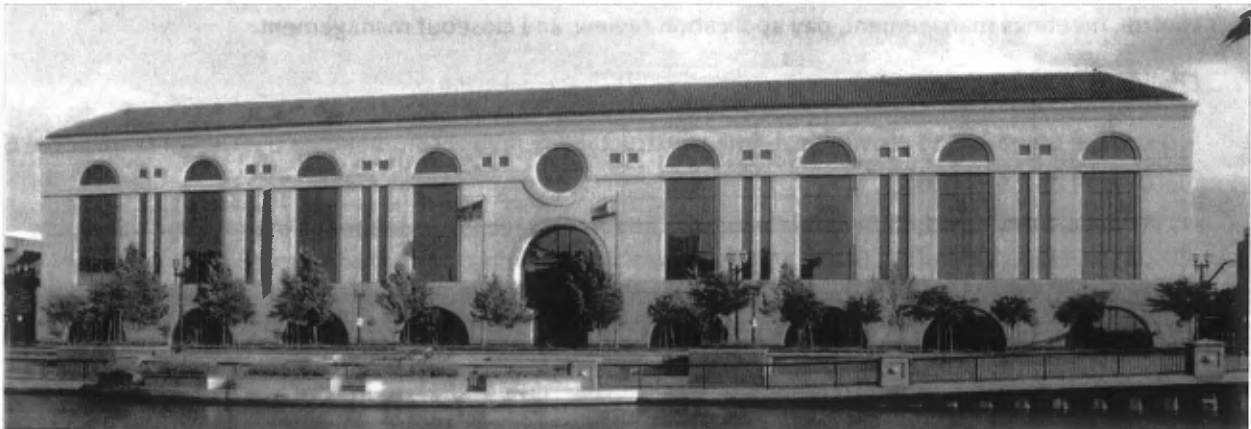
Scope of Work: Construction management services

Agency Project Manager: James Wong, Senior Civil Engineer, 22 E. Weber Avenue, Room 350, Stockton, CA 95202, (209) 937-5042

APSI provided construction management services for the construction of \$1 million in tenant improvements for the Chief's Office project located on the fourth floor of the City owned Stewart Eberhardt Building (SEB), located at 22 E. Weber Avenue, in the City of Stockton. The SEB is a four-story essential services building that currently houses sections of the Police and Public Works Departments. The building consists of four floors and an attached 700 vehicle parking structure. Each floor contains approximately 25,000 square feet of space. The Police dispatch center is located on a portion of the fourth floor of the SEB and was constructed in 2010-2011. There was a need for additional office (including the Police Chief's office), file, and conference rooms to support the operations of the Police Department, so the City completed the full build out of the fourth floor to accommodate the additional needs of the Police Department. Portions of the SEB fourth floor also required improvements including insulation on the exterior wall and ceiling, water lines, sprinkler lines, and conduit for electrical and network cables.

Challenges/Solutions

- Closely managed PD security clearance, site access and protection challenges with the contractor. Established procedures to minimize project impact to the adjacent PD and City office spaces while facilitating contractor progress.
- Aggressively managed issue resolution and procuring of answers to questions to mitigate potential schedule impacts, which resulted in the project being completed on-time.
- Challenges integrating new project fire alarm system with the building's existing system. Set coordination meeting with City vendor and fire alarm contractor, identified issues and facilitated tie-in and testing of the new devices.



4. County of Nevada, Tinloy Street Transit Center, Grass Valley, CA

Name of Project: Tinloy Street Transit Center

Construction Cost: \$1 million

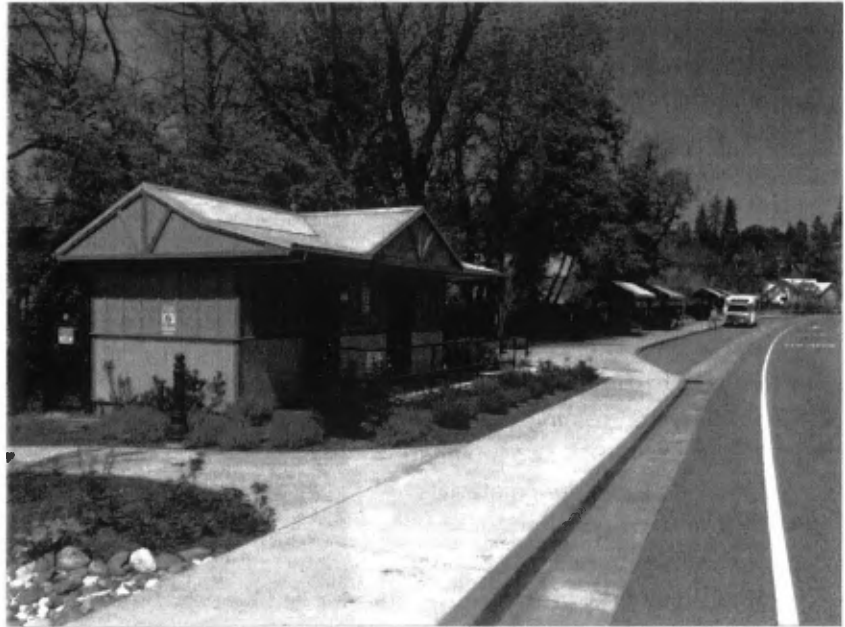
Date Services Provided: 2/2010-1/2013

Team Member: Curt Johnson, Special Inspector/Materials Testing (H&K)

Scope of Work: Geotechnical engineering, construction quality assurance

Agency Project Manager: Dave Borchert, Resident Inspector, 950 Maidu Avenue, Nevada City, CA 95959, (530) 470-2647

This project, performed via Holdrege & Kull's (H&K) on-call contract with Nevada County, relocated/ replaced a former transit center to a new location on Tinloy Street between Bank and East Bennet Streets in Grass Valley. H&K worked closely with all agencies involved, including the City of Grass Valley, the California Department of Transportation, and the County of Nevada. The new center was designed to provide a safe and secure facility, while capitalizing on the visibility of the site and reflecting the unique architecture of Grass Valley. The project also required being cognizant of the environmental sensitivity of the adjacent Wolf Creek.



The project was built on approximately 1.4 acres and included a Concrete Masonry Unit (CMU) restroom/pump/storage building, 330-foot-long transit vehicle transfer bay, 12-foot-wide ADA compliant sidewalks/passenger waiting area, two shelters, retaining walls, passenger parking bays, and other related site elements.

H&K performed a geotechnical investigation and provided recommendations for the project. During construction, H&K provided testing and inspection services in accordance with Caltrans for such things as engineered fill, subgrade for roadways and sidewalks, minor concrete, and Hot Mix Asphalt for pavement sections. As construction moved into the vertical stage, H&K provided materials testing and inspection in accordance with the California Building Code for structural concrete, masonry, and steel.

5. Town of Truckee, Truckee Public Service Center and Animal Shelter, Truckee, CA

Name of Project: Truckee Public Service Center and Animal Shelter

Construction Cost: \$13 million

Date Services Provided: 10/2008-3/2013

Team Member: H&K

Scope of Work: Geotechnical engineering design, materials testing, special inspection

Agency Project Manager: Jessica Thompson, Senior Engineer, 10183 Truckee Airport Road, Truckee, CA 96161, (530) 582-2938

Holdrege & Kull (H&K) prepared the geotechnical engineering report for this two-phase \$13 million project. The first phase housed a town corporation yard, and the second phase included a modern animal shelter and veterinarian hospital. The approximately 20-acre project site was previously used as a burn dump in the early 1900s. Following site remediation, H&K performed a subsurface investigation and collected soil samples for laboratory testing. Geologic hazards related to seismicity were also evaluated, as several recently active and potentially active faults are located nearby. The subsurface investigation revealed the presence of resistant boulders and cobbles and areas of cemented soil at the site. H&K's geotechnical report provided recommendations to address earthwork, foundation construction, erosion control, underground utility trenches, site drainage, and areas of difficult excavatability. The report also provided structural design criteria for foundations, retaining walls, and pavement. H&K also provided earthwork observation, materials testing, and structural masonry special inspection services during construction of the project.



6. County of Nevada, Various Public Works Projects, Nevada County, CA

Name of Project: Various Public Works Projects

Construction Cost: Various

Date Services Provided: 2/2010-6/2016

Team Member: Curt Johnson, Special Inspector/Materials Testing (H&K)

Scope of Work: Materials testing, special inspections, geotechnical engineering, SWPPP, drone services

Agency Project Manager: Mark Mikan Assistant Engineer, 950 Maidu Avenue, Nevada City, CA 95959, (530) 265-7104

During 2010 through 2016, Holdrege & Kull (H&K) provided services for the County of Nevada on various projects under multiple contracts. Throughout this six year period, some of the projects that were completed included:

- Alta Sierra Bus Stop
- McCourtney Road Transfer Station
- Nevada County Library Parking and BMP Project
- Nevada County Maintenance Yard
- Dark Horse Sewer Main
- Nevada County Road Center Ramps
- Penn Valley ARRA Bus Stop Improvement Project
- Nevada County Office of the District Attorney Tenant Improvement
- Rough & Ready Road Widening
- Valley Drive Bridge
- Western ARRA Overlay Project
- Wolf Road / Duggans Road Improvement Project
- Lake Wildwood WWTP
- Grass Valley Transit Transfer Station
- Dog Bar Road Widening and Rehabilitation

H&K was responsible for communicating with County representatives to coordinate task orders involving, materials testing, special inspections, geotechnical engineering, SWPPP, and drone services. H&K was also responsible for providing regular reporting and client billing for the above-listed projects as part of the Various Projects for the County of Nevada. The wide variety of projects completed ranged from roadway to minor structures. For each project, H&K was responsible for ensuring services were performed in accordance with Federal and State requirements. H&K has provided services under other contracts for the County of Nevada since 1995.



