



# RESOLUTION No. 16-069

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

### AWARD OF CONTRACT WITH HDR CONSTRUCTION CONTROL CORPORATION TO PROVIDE ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

WHEREAS, the County has a need for on-call construction management and inspection services; and

WHEREAS, these services will primarily support and manage construction projects identified in the County's Capital Improvement Plan (CIP) and utilized primarily on federally funded projects; and

WHEREAS, the County may also utilize this contract for construction inspection work done in County right of way by public agencies, public utilities and private development to supplement staff availability, or other construction projects administered by the Department of Public Works; and

WHEREAS, the most efficient delivery of these services is by contracting out these services; and

WHEREAS, on August 11, 2015 the Board of Supervisors adopted Resolution 15-391, approving the solicitation of Requests for Qualifications for On-Call Construction Management and Inspection Services; and

WHEREAS, the selection panel determined that the two highest ranking firms (HDR Construction Control Corporation and Vali Cooper & Associate, Inc.) were both qualified to perform the scope of services required by this contract and have extensive experience on similar contracts; and

WHEREAS, exhibit D outlines projects scheduled for construction over the next 5 years and includes potential construction management costs and the calendar year staff expects projects to be delivered; and

WHEREAS, the total anticipated costs to manage all eligible Public Works projects over the next 5 years is approximately \$1.5 million dollars; and

WHEREAS, staff anticipates that construction management responsibilities will be equally distributed to each of the identified on-call consultants during this time period; and

WHEREAS, a scope of work and cost of services was negotiated with HDR Construction Control Corporation not to exceed \$750,000 from this period to June 30, 2021; and

WHEREAS, funding for this project is included in the Fiscal Year 2015/16 thru 2020/21 Roads Capital Improvement Plan. Budget for Fiscal Year 2015/16 is included in budget codes 1114-30154-702-1000/540711; 1114-30154-702-3000/540712; 1114-30154-702-3000/540714; 1114-30104-702-1000/521130 & 1114-30104-702-6000-521569

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Awards the contract to HDR Construction Control Corporation in an amount not to exceed \$750,000 to provide on-call construction management and inspection services. The contract term shall be from February 9, 2016 to June 30, 2021.
2. Authorizes the Chair of the Board of Supervisors to execute on behalf of the County of Nevada the agreement between Nevada County and HDR Construction Control Corporation upon receipt of Certificates of Insurance by the Director of the Department of Public Works and approval and acceptance of the Certificates by the Risk Manager.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of February, 2016, by the following vote of said Board:

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

Noes: None.

Absent: Hank Weston.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Dan Miller, Chair

2/9/2016 cc: DPW\*  
AC\*(hold)

2/10/2016 cc: DPW\*  
AC\*(release)  
HDR Construction

## EXHIBIT D – ANTICIPATED CONSTRUCTION MANAGEMENT COSTS

2016-2021

### Construction Year 2016

PROJECT	Estimated CM Services Budget
Newtown Road Class II Bicycle Lanes	\$60,000
Retrac Way @ Wolf Creek Bridge Replacement (season 1)	\$46,000
Nevada City Highway Sidewalk Extension	\$27,000
Maybert Bridge at Canyon Creek	\$61,000
Road Safety and Signing Audit (Cycle 6 HSIP)	\$23,000
Newtown Road Overlay	\$10,000
Miscellaneous Projects and Contingency*	\$30,000
<b>TOTAL</b>	<b>\$257,000</b>

\* - Includes eligible Public Works project identified in the Scope of Services (Exhibit A)

### Construction Year 2017

PROJECT	Estimated CM Services Budget
Retrac Way @ Wolf Creek Bridge Replacement (season 2)	\$57,000
Garden Bar @ Sanford Crossing Bridge Rehabilitation	\$55,000
Garden Bar @ Railcar Crossing Bridge Replacement	\$67,000
McCourtney @ Rock Creek Bridge Replacement	\$67,000
HSIP Cycle 7 Projects	\$50,000
Miscellaneous Projects and Contingency*	\$30,000
<b>TOTAL</b>	<b>\$326,000</b>

\* - Includes eligible Public Works project identified in the Scope of Services (Exhibit A)

### Construction Year 2018

PROJECT	Estimated CM Services Budget
Purdon Road @ Shady Creek Bridge Replacement (season 1)	\$63,000
Hirschdale Bridge @ UPRR Seismic Retrofit	\$85,000
Hirschdale Bridge @ Truckee River Bridge Replacement	\$115,000
Soda Springs @ S. Yuba Bridge Replacement	\$85,000
Miscellaneous Projects and Contingency*	\$70,000
<b>TOTAL</b>	<b>\$418,000</b>

\* - Includes eligible Public Works project identified in the Scope of Services (Exhibit A)

### Construction Year 2019

<b>PROJECT</b>	<b>Estimated CM Services Budget</b>
Purdon Road @ Shady Creek Bridge Replacement (season 2)	\$63,000
North Bloomfield @ S. Yuba (Edwards Crossing – season 1)	\$100,000
Donner Pass Road Rehabilitation	\$50,000
Miscellaneous Projects and Contingency*	\$80,000
<b>TOTAL</b>	<b>\$293,000</b>

\* - Includes eligible Public Works project identified in the Scope of Services (Exhibit A)

### Construction Years 2020-21 (To Be Determined)

<b>PROJECT</b>	<b>Estimated CM Services Budget</b>
North Bloomfield @ S. Yuba (Edwards Crossing – season 2)	\$100,000
Miscellaneous Projects and Contingency*	\$100,000
<b>TOTAL</b>	<b>\$200,000</b>

\* - Includes eligible Public Works project identified in the Scope of Services (Exhibit A)

## Total Construction Management Costs – 2016-2021

<b>TOTAL</b>	<b>\$1,494,000</b>
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**PERSONAL SERVICES CONTRACT**

County of Nevada, California

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

**HDR Construction Control Corporation**

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

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

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:**           \$750,000          

(§3) **Contract Beginning Date:**           2/9/2016                **Contract Termination Date:**           6/30/2021          

(§4) **Liquidated Damages:**           N/A          

**INSURANCE POLICIES**

Designate all required policies:

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

**LICENSES**

Designate all required licenses:

(§14)           Not Applicable          

**NOTICE & IDENTIFICATION**

(§26) <b>Contractor:</b> HDR Construction Control Corporation 2379 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Contact Person: Steve Hiatt  e-mail: Steven.Hiatt@hdrinc.com	<b>County of Nevada:</b> 950 Maidu Avenue Nevada City, California 95959  Contact Person: Joshua Pack ( 530 ) 265-7059 e-mail: joshua.pack@co.nevada.ca.us Org Code:
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**Contractor is a:** (check all that apply)

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

**EDD:** Independent Contractor Worksheet Required:            Yes           x           No

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

**ATTACHMENTS**

Designate all required attachments:

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

### Terms

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

### Services

#### 1. **Scope of Services:**

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

### Payment

#### 2. **Charges and Payments:**

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

### Time for Performance

#### 3. **Contract Term:**

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

#### 4. **Liquidated Damages:**

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

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

#### 5. **Time of the Essence:**

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

### Insurance

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

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

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;

(iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;

(iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

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

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

(i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;

(ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;

(iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;

(iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

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

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

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

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance 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. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

**16. Accessibility (County Resolution No. 00190):**

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



**17. Nondiscriminatory Employment:**

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

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

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


  
\_\_\_\_\_

Name: GRAHAM D. SHARPE

Title: VICE PRESIDENT


Dated: 28 JAN 2016

COUNTY OF NEVADA:

\_\_\_\_\_ 

Honorable Dan Miller  
Chair, Board of Supervisors

Dated: 2-9-2016

Attest:   
Clerk of the Board

## EXHIBIT "A" SCHEDULE OF SERVICES

These services will support and manage construction projects identified in the County's Capital Improvement Plan (CIP). A copy of the County's most recent CIP is available on the County's website at [www.mynevadacounty.com](http://www.mynevadacounty.com). It is anticipated that most (if not all) of the services will be utilized on federally funded projects.

In addition, the County may also utilize this contract for construction inspection and resident engineer work done in County right of way by public agencies (i.e., Caltrans, local cities, other state and federal agencies), public utilities (i.e., PG&E, AT&T, Nevada Irrigation District, Telecommunications), private development and on other Public Works administered contracts as needed to supplement staff availability.

A specific statement of work will be negotiated with the Consultant for each project. Since the County is awarding on-call contracts to two qualified consultants, the County will utilize the two-step RFQ/RFP method as outlined in the Caltrans Local Assistance Procedures Manual (LAPM). The two-Step RFQ/RFP is well suited for procuring multiple "on-call" contracts through single solicitation. The outcome of the first step - RFQ will be an on-call list of consultants with cost/price agreements. The subsequent project work will be procured thru individual competition or mini-RFPs amongst the on-call consultants. The mini-RFP or the task order will be negotiated with first ranked firm from each competition. Task order (mini-RFP) cost will be based on wage rates established in the master on-call contract, and the time and deliverable requirements in the task order.

The Consultant shall perform construction management, construction inspection services, resident engineer services, and constructability review services on an on-call basis and will work under the direction and supervision of the County.

Following are examples of the services that will be required. Proposals should describe the approach that the Consultant would expect to take in providing these services.

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

#### Pre-Construction:

- Performing a constructability review
- Bid package management
  - Assembling
  - Advertising
  - Reviewing proposals
- Developing a public information plan
- Conducting the pre-construction conference
- Coordinating with utility companies

#### Construction:

- Monitoring contractor performance and enforcement of all requirements of applicable codes, specifications and contract drawings
- Performing field inspection and other quality control activities, including necessary materials testing
- Monitoring construction schedules throughout the course of construction
- Reviewing working days, contract time and documenting time extensions
- Documentation similar to the Caltrans Local Assistance Procedures Manual (LAPM) Exhibit 16-A, "Weekly Statement of Working Days" will be required in the project file.
- Maintaining a daily inspector's report system that records the hours worked by persons and equipment. Detail must be sufficient to permit the review of the contractor's costs of the work in a manner similar to force account. Equipment must be identified sufficiently to enable determination of the applicable rental rates and operator's minimum wage. The narrative portion of the report shall include a description of the contractor's operation and location of work and any other pertinent information. An example of the daily report forms can be found in the Caltrans Construction Manual.

- Tracking subcontractor's work. Ensuring contractor submits written request prior to substituting a contractor.
- Maintaining well-organized photographic/video records.
- Managing change orders and obtaining required local agency approval. This includes keeping track of contingency money and notifying local agency when 80% of contingency money has been used. If using federal funds a Request of Authorization for additional construction funds will be needed if change orders will exceed authorized amount. This must be done prior to the approval of change order.
- Managing submittals and monitor designer's review activities.
- Managing claims.
- Managing contractor's Request for Information (RFI).
- Reviewing and recommending progress payments.
- Determining materials sampling, testing requirements and provide acceptance testing services in compliance with local agency's Quality Assurance Program.
- Enforcing Labor Compliance by preparing daily reports with required information, monitoring Certified Payrolls and doing spot check labor surveys and interviews.
- Supervising contractor's detours, lane closures, and staging plans.
- Providing final inspection and coordinate road openings for each stage.
- Establishing a punch list system.
- Establishing a record file which supports: 1) adequacy of field control, 2) conformance to contract specifications, 3) payments to contractor. The file must be complete, organized and maintained in a manner that permits inspection by the local agency, Caltrans or FHWA. Example of project filing system can be found in the Caltrans Local Agency Procedures Manual, Chapter 16.

Post Construction:

- Completing all project documentation, including but not limited to change order summary, final detail estimate, project acceptance documentation, and claims management/resolution.
- Preparing a final construction project report per Chapter 17 of the Caltrans Local Agency Procedures Manual.

***Resident Engineer***

- Track progress and process Contractor payment estimates based on accepted installed quantities or project schedules
- Coordinate, review and process change orders in accordance with the County and State Change Order Guidelines as applicable
- Facilitate communication between the County and the Contractor and others, including the designer, the public and other agencies
- Verification of Contractor's conformance to the project plans, specifications, contract documents and regulatory permits. Assess the acceptability of the Contractor's work by visual observation, photo documentation and all applicable soil and material testing. When necessary, issue Notices of Non-Compliance and/or take other action to notify the Contractor of the necessary correction of deficiencies.
- Maintain records that document the job
- Direct the activities of the County site personnel under their supervision to assist in these responsibilities

***Constructability Review***

- Evaluate final PS&E bid packages for the ability to successfully advertise and bid and for their construct
- Make bid package recommendations to the designer and County
- Provide bid support during the project bid process

***Miscellaneous Services Related to Construction Management and Inspection***

- Provide miscellaneous construction management and inspection services relating to regulatory permitting and environmental project conditions to ensure project compliance.

## EXHIBIT "B"

### SCHEDULE OF CHARGES AND PAYMENTS

All hourly billing rates are subject to annual adjustments (effective January 1<sup>st</sup>) in accordance to the consultants' approved Federally Audited Rate (FAR) or Safe Harbor Rate. The consultant shall submit a request to the County for hourly billing rate adjustments along with all relevant billing rate sheets prior to the first billing cycle of each calendar year. Submittals shall include necessary documentation to justify the proposed adjustments. These procedures are required for the consultant and all applicable subconsultants.



## HOURLY BILLING RATES

HDR Construction Control Corporation

For employee classifications subject to Prevailing Wage rates, compensation shall be based on the current General Prevailing Wage Schedule set forth by the California Department of Industrial Relations.

Classification	2016 Hourly Range Rates
Principle in Charge	\$268.00 - \$286.00
Project Manager	\$264.00 - \$283.00
Inspector	\$156.00 - \$179.00
Resident Engineer	\$165.00 - \$242.00
Office Engineer	\$77.00 - \$105.00
Project Controller	\$99.00 - \$128.00
Office Admin	\$71.00 - \$100.00

Rates above are effective January 1, 2016 through December 31, 2016. Rates are subject to at 3.5% merit pay increase January 1st of each year.

In-house expenses incurred by Consultant under this Agreement shall be compensated as listed below:

Expense	Rate
Copies	Actual Cost
Miscellaneous Other Expenses and per diem	Actual Cost
Office Space	\$250/person/month

**HOURLY BILLING RATES**

MGE Engineering, Inc.

Effective 1/1/15 – 12/31/15

<b>Classification</b>	<b>Rate</b>
Project Manager/Project Engineer	\$240
Supervising Engineer	\$190
Senior Engineer	\$165
Associate Engineer	\$150
Assistant Engineer	\$135
Junior Engineer	\$100
CADD Technician	\$100
Admin Assistant	\$80
Construction Manager	\$195
Resident Engineer/Structures Rep.	\$160
Construction inspector	\$130
Direct Costs	
Auto Mileage	Federal Rate est. \$0.57½ per mile
Delivery & Reproduction	at cost
<i>Note: Above rates are subject to up to 5% escalation per year over the next 5 years</i>	



# HOLDREGE & KULL

CONSULTING ENGINEERS • GEOLOGISTS

## 2015 FEE SCHEDULE

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

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

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

### Notes

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



## 2015 LABORATORY TESTING SERVICES

Soil  
Aggregate  
Concrete  
Asphalt

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

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

9/28/15

RFQ Nevada County - DCM Group Loaded Labor Rates

Project Manager/ Field Monitor \$121.47\*

Labor Compliance Coordinator \$92.80\*

Labor Compliance Officer \$58.06\*

Contract Administration \$58.06\*

Document Management \$34.47\*

\* Escalation fee of 3% for 2016 and 2017 will be apply to the above labor rates.

## EXHIBIT "C"

### SCHEDULE OF CHANGES

Amendments and additions to the Contract are hereby set-forth as follows:

**2. Charges and Payments:** Paragraph 2 of the contract is hereby amended to read:

The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's Cost Proposal (**Exhibit B**). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

In addition, the Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

Specific projects will be assigned to the Consultant through issuance of Task Orders.

After a project to be performed under this contract is identified by the County, the County will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a County Project Coordinator. The draft Task Order will be delivered to the Consultant for review. The Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the County and the Consultant.

Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the Consultant's Cost Proposal.

Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, the Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

The Consultant shall not commence performance of work or services until this contract has been approved by the County, and notification to proceed has been issued by the County's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

A Task Order is of no force or effect until returned to the County and signed by an authorized representative of the County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the County.

The Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the County's Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due the County that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by the Consultant prior to the expiration or termination of this contract. Invoices shall be mailed to the County's Contract Administrator.

The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

The total amount payable by the County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

The total amount payable by the County for all Task Orders resulting from this contract shall not exceed \$750,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

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

**4. Liquidated Damages:** Not Applicable

**5. Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

**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, or employees 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.

**13. Assignment and Subcontracting:** Paragraph 13 of the contract is hereby amended to read:

Nothing contained in this contract or otherwise, shall create any contractual relation between the County and any subconsultant(s), and no subcontract shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultant(s) is an independent obligation from the County's obligation to make payments to the Consultant.

The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

The Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the County.

Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

Any substitution of subconsultant(s) must be approved in writing by the County's Contract Administrator prior to the start of work by the subconsultant(s).

**15. Prevailing Wage and Apprentices:** Paragraph 15 of the contract is hereby amended to read:

The Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

The County may terminate this contract with the Consultant should the Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. If the County terminates this contract with the Consultant, the County shall pay the Consultant the sum due to the Consultant under this contract prior to termination, unless the cost of completion to the County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due the Consultant under this contract and the balance, if any, shall be paid to the Consultant upon demand.

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.

The maximum amount for which the Government shall be liable if this contract is terminated is zero (\$0) dollars.

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

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and the County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, the County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of the Consultant and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

**28. Audit Review Procedures:**

Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the County's Chief Financial Officer.

Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

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

**29. Cost Principles And Administrative Requirements:**

The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

The Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by the Consultant to the County. All subcontracts in excess of \$25,000 shall contain the above provisions.

**30. Covenant Against Contingent Fees:**

The Consultant warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the County has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**31. Disputes:**

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

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

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

**32. Disadvantaged Business Enterprise (DBE) Participation:**

This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

The goal for DBE participation for this contract is 6%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (**Exhibit 10-O1**), or in the Consultant Contract DBE Information (**Exhibit 10-O2**) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.

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

A DBE firm may be terminated only with prior written approval from the County and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting the County consent for the termination, the Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by the Consultant or Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the County's Contract Administrator within 30 days.

### **33. Equipment Purchase:**

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

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

Any equipment purchased as a result of this contract is subject to the following: "the Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the County shall receive a proper refund or credit at the conclusion of

the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established the County procedures; and credit the County in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the County and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project. All subcontracts in excess \$25,000 shall contain the above provisions.

**34. Inspection of Work:**

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

**35. Safety:**

Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by Nevada County Safety Officer and other Nevada representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, Nevada County has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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

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

**36. Confidentiality of Data:**

All financial, statistical, personal, technical, or other data and information relative to Nevada County's operations, which are designated confidential by Nevada County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by Nevada County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

Consultant shall not comment publicly to the press or any other media regarding the contract or Nevada County's actions on the same, except to Nevada County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by Nevada County, and receipt of Nevada County's written permission.

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

All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than the County.



**37. National Labor Relations Board Certification:**

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

**38. Evaluation of Consultant:**

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

**39. Statement of Compliance:**

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

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

The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

**40. Debarment and Suspension Certification:**

Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to Nevada County.

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

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

**41. Conflict of Interest:**

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

The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

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

The Consultant hereby certifies that neither the Consultant, nor any firm affiliated with the Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

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

**42. Rebates, Kickbacks or Other Unlawful Consideration:**

The Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, the County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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

Consultant certifies to the best of his or her knowledge and belief that:

- a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of to any person for influencing or attempting to influence an officer or employee of any state or federal agency; am Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer of employee of Congress, or any employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

**44. Funding Requirements:**

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only, if sufficient funds are made available to the County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the County governing board that may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

The County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

**45. Change In Terms:**

This contract may be amended or modified only by mutual written agreement of the parties.

The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the County's Contract Administrator.

There shall be no change in the Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by the County's Contract Administrator.

**46. Ownership Of Data:**

Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the County; and no further agreement will be necessary to transfer ownership to the County. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

The Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the County of the machine-readable information and data provided by the Consultant under this contract; further, the Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by the County of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by the Consultant.

Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

The County may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

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

**47. Claims Filed By Local Agency's Construction Contractor:**

If claims are filed by the County's construction contractor relating to work performed by the Consultant's personnel, and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims; the Consultant agrees to make its personnel available for consultation with the County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

The Consultant's personnel that the County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this contract.

Services of the Consultant's personnel in connection with the County's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

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

**48. Retention Of Funds:**

Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants 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 consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

**49. Consultant's Reports Or Meetings:**

The Consultant shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the County's Contract Administrator or Project Coordinator to determine, if the Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

The Consultant's Project Manager shall meet with the County's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

**50. Performance Period:**

The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

Approved:

  
County Counsel

## LIST OF ATTACHED EXHIBITS

**Exhibit 10-K Consultant Certification of Contract Costs and Financial Management System**

**Exhibit 10-O1 Consultant Proposal DBE Commitment**

**Exhibit 10-O2 Consultant Contract DBE Commitment**

**Exhibit 10-Q Disclosure of Lobbying Activities**

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

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

**Certification of Final Indirect Costs:**Consultant Firm Name: HDR Construction Control CorporationIndirect Cost Rate: 127.55% w/vehicle \* for fiscal period 12/29/2013 to 12/27/2014

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

Local Government: County of Nevada

Contract Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

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

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

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

**Certification of Financial Management System:**

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

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 27,951,000.00 and the number of states in which the firm does business is 26.

**Certification of Direct Costs:**

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



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

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

**Certification of Final Indirect Costs:**

Consultant Firm Name: HDR Engineering, Inc.

Indirect Cost Rate: 155.49% \* for fiscal period 12/29/2013 to 12/27/2014

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

Local Government: County of Nevada

Contract Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

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

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

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

**Certification of Financial Management System:**

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

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 346,309,000.00 and the number of states in which the firm does business is 50.

**Certification of Direct Costs:**


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





### Exhibit 10-01 Consultant Proposal DBE Commitment

1. Local Agency: Nevada County 2. Contract DBE Goal: 8%  
 3. Project Description: On-Call Construction Management and Inspection Services  
 4. Project Location: Nevada County, CA  
 5. Consultant's Name: HDR Construction Control Corporation 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Labor Compliance	36323	DCM Group, 777 Campus Commons Road, Suite 200 Sacramento, CA 95825, (916) 443-2100	TBD
Resident Engineers	8142	MGE Engineering, Inc., 7415 Greenhaven Drive, Suite 100 Sacramento, CA 95831, (916) 421-1000	TBD
<b>Local Agency to Complete this Section</b>			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		11. TOTAL CLAIMED DBE PARTICIPATION	TBD %
20. Local Agency Representative's _____	21. Date _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.   12. Preparer's Signature	13. Date <u>2/2/2015</u>
22. Local Agency Representative's _____	23. Phone _____	Graham D. Sharpe, PE 14. Preparer's	15. Phone <u>(916) 817-4810</u>
24. Local Agency Representative's Title _____		Vice President 16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 854-8410 or TDD (916) 854-3880 or write Records and Forms Management, 1120 N Street, MS-99, Sacramento, CA 95814.

## INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

### CONSULTANT SECTION

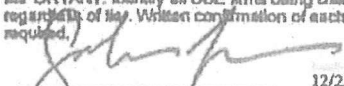
1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

### LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
23. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
24. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Nevada County 2. Contract DBE Goal: 6%  
 3. Project Description: On-Call Construction Management and Inspection Services  
 4. Project Location: Nevada County, CA  
 5. Consultant's Name: HDR Construction Control Corporation 6. Prime Certified DBE:  7. Total Contract Award Amount: TBD  
 8. Total Dollar Amount for ALL Subconsultants: TBD 9. Total Number of ALL Subconsultants: 3

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Labor Compliance	36323	DCM Group, 777 Campus Commons Road, Suite 200, Sacramento, CA 95825, (916) 443-2100	TBD
Resident Engineers	8142	MGE Engineering, Inc., 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831, (916) 421-1000	TBD
<b>Local Agency to Complete this Section</b> 20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		14. TOTAL CLAIMED DBE PARTICIPATION \$ TBD TBD %	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of size. Written confirmation of each listed DBE is required.  16. Preparer's Signature 17. Preparer's Name: <u>Graham D. Sharpe, PE</u> 18. Phone: <u>(916) 817-4810</u> 19. Preparer's Title: <u>Vice President</u>
23. Local Agency Representative's Signature	24. Date	25. Local Agency Representative's Name	26. Local Agency Representative's Title

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 854-6410 or TDD (916) 854-3480 or write Records and Forms Management, 1120 N Street, MS-88, Sacramento, CA 95814.

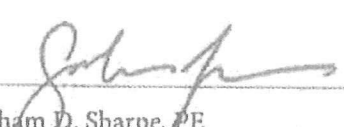
**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT****CONSULTANT SECTION**

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. **SUM = (DBEs + all Non-DBEs)**. Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. **SUM = (DBEs + all Non-DBEs)**. Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - \$**: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%**: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

**LOCAL AGENCY SECTION**

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p style="text-align: right;"><b>For Material Change Only:</b>  year _____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee  Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. Name and Address of Lobby Entity</b>  (If individual, last name, first name, MI)</p>	<p><b>11. Individuals Performing Services</b> (including address if different from No. 10a)  (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>12. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>14. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>13. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  Value _____</p>		
<p><b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>16. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input checked="" type="checkbox"/></p>		
<p><b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
		<p>Signature: </p> <p>Print Name: <u>Graham D. Sharpe, PE</u></p> <p>Title: <u>Vice President</u></p> <p>Telephone No.: <u>(916) 817-4810</u>      Date: <u>12/2/2015</u></p>
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction  Standard Form - LLL</p>

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