

PERSONAL SERVICES CONTRACT

County of Nevada, California

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

Vali Cooper & Associates, Inc., a TRC Company

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

(§1) **Provide on-call Construction Management Services**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$200,000
(§3) **Contract Beginning Date:** 6/1/2019 **Contract Termination Date:** 12/31/2020
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$1,000,000)	<u> x </u>	<u> </u>
(§7) Automobile Liability	(\$ 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) Worker's Compensation		<u> </u>	<u> x </u>
(§9) Errors and Omissions	(\$1,000,000)	<u> x </u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

California Professional Engineer's License _____

NOTICE & IDENTIFICATION

(§26) Contractor: Vali Cooper & Associates Inc. A TRC Company 1760 Creekside Oaks Dr. Suite 200 Sacramento, Ca 95833	County of Nevada: Department of Public Works 950 Maidu Avenue Nevada City, California 95959
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Contact Person: Rick Kaufman
(916) 925-0952
e-mail: RKaufman@trcsolutions.com

Contact Person: Patrick Perkins
(530) 265-1712
e-mail: Patrick.perkins@co.nevada.ca.us

Contractor is a: (check all that apply)

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

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

ATTACHMENTS

Designate all required attachments:

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

Insurance

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

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

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

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

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

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

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

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

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

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

9. Errors and Omissions:

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

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

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

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

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

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

11. Indemnity:

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

Personal Services

12. Contractor as Independent:

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

13. Assignment and Subcontracting:

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

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

14. Licensing and Permits:

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

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating

to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

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

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

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

16. Accessibility (County Resolution No. 00190):

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

17. Nondiscriminatory Employment:

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

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

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

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

19. Cost Disclosure:

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

Default and Termination

20. Termination:

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

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

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

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

Miscellaneous

21. Books of Record and Audit Provision:

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

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

22. Intellectual Property:

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

23. Entire Agreement:

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

24. Jurisdiction and Venue:

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

25. Compliance with Applicable Laws:

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

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor

by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

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

28. Construction Procedures:

Contractor's observations or monitoring portions of the work performed under construction contracts shall not relieve the construction contractor from its responsibilities for performing work in accordance with applicable contract documents. Contractor shall not control or have charge of, and shall not be responsible for, constructing means, methods, techniques, sequences, procedures of construction, health, or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Contractor shall not be responsible for the acts of omissions of the construction contractor or other parties on the project.

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

CONTRACTOR:

COUNTY OF NEVADA:

Name:
Title:

Chair, Board of Supervisors

Dated: _____

Dated: _____

EXHIBIT "A"

SCHEDULE OF 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.
- Ensuring contractor properly provides for the safety of the workers.
- 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
- Ensure that the work is performed in compliance with the contract documents, or using approved substitute materials, methods or designs
- 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

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

1. **Charges and Payments:** - The Contractor will be reimbursed for hours worked at the hourly rates specified below. 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 Contractor 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 Contractor 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 Contractor for review. The Contractor shall return the draft Task Order within ten (10) calendar days along with a Cost Proposal, 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 Contractor. 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 exhibit.

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 Contractor 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 Contractor 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 Contractor will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the County's Contract Administrator of itemized invoices in triplicate and within thirty (30) days upon receipt of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the Contractor 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 Contractor prior to the expiration or termination of this contract. Invoices shall be mailed to the County per §26 of the Contract.

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 Contractor 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 the Maximum Contract Price identified in Section 1 of the agreement or as amended. 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.

2. **Rates:** Used rates shall comply with and are subject to approval of the Caltrans Independent Office of Investigations and approved Indirect Cost Rates (ICR). Rates are as follows:

COUNTY OF NEVADA | On-Call Construction Management and Inspection Services
ACTUAL COST PLUS FIXED FEE: SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONTRACT TYPE: Specific Rates of Compensation

PRIME X SUB

CONSULTANT: Vail Cooper & Associates, Inc.

PROJECT NO.: _____

CONTRACT NO.: _____

DATE: 1/18/2018

Prime Consultant's Participation Amount: _____

Prevailing Wage Determination:
NORTHERN CALIFORNIA
NC-53-S-2018Z

Name/Classification	Home Office Personnel Field Office Personnel	Effective Date of Hourly Rate		Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)		Employee Actual Rate (fringe benefits vary year over year)		Applicable DELTA (TOTAL) = DELTA (TOTAL) + Employee's Total - (DIR Total)		Applicable DELTA FRINGE = DELTA (TOTAL) - DELTA (BASE) - (Employee - DIR)		Applicable Billing Rates		% Escalation Increase	Actual Hourly Rate under Average Hourly Rate	Hourly Range for Class
		From	To	Hourly Rate	Fringe Benefits	Hourly Rate	Fringe Benefits	Hourly Rate	Fringe Benefits	OT (1.5x)	OT (2x)	OT (3x)	OT (4x)			
Susan (Step) Cervantes Office Engineer	FIELD	11/02/2018	09/07/2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$111.83	\$167.44	\$233.25	\$ 42.84	N/A
		09/07/2018	09/07/2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$114.99	\$172.48	\$239.98	\$ 44.13	N/A
		09/07/2018	09/07/2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$118.43	\$177.84	\$246.88	\$ 45.18	N/A
		09/07/2018	09/07/2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$121.97	\$182.98	\$253.94	\$ 46.01	N/A
Isabel (N/A) Renside Office Engineer	FIELD	11/02/2018	09/07/2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$85.20	\$126.80	\$182.40	\$ 36.08	N/A
		09/07/2018	09/07/2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$88.35	\$130.90	\$187.97	\$ 36.08	N/A
		09/07/2018	09/07/2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$96.75	\$145.12	\$193.50	\$ 37.13	N/A
		09/07/2018	09/07/2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$99.84	\$149.46	\$199.29	\$ 38.24	N/A

The PW differential Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

- Prevailing Wages specified are based on current DIR determinations. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates.
- Prevailing Wages specified are based on current DIR determinations. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates.
- "N/C" denotes no charge for work more than 8 hours per day and for weekends and holidays for this contract only.
- The billing rates shown in this cost proposal are the rates that were effective on 10/23/18. Callers, Contract Manager's, re-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and rebilled based on their actual hourly rates on 10/23/18. Hourly rates for new employees listed after 10/23/18 will be based on the actual hourly rates on 10/23/18.
- Travel Time Charges:
For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
For Non-Manager staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:
Billing rate for travel time = Loaded Rate Formula "C" above.
All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: Billing Rate = (Actual Hourly Rate) * (1 + Fee) * (Delta Base + Delta Fringe)
For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e., without the application of the 1.5X or 2.0X multiplier for overtime as follows:

COUNTY OF NEVADA | On-Call Construction Management and Inspection Services
ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULTANT: Blackburn Consulting PROJECT NO.: _____ DATE: 11/30/2018 PRIME CONSULTANT'S PARTICIPATION AMOUNT: _____

PRIME _____ SUB _____ X _____ CONTRACT TYPE: _____ Specific Rates of Compensation

Prevailing Wage Determination: NOR-EEA-24-01-00000

Name/Class/Action	Effective Date of Hourly Rate	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)		Employee Annual Rate (fringe benefits vary year over year)		Applicable DELTA TOTAL to Employee Total - DIR Total		Applicable DELTA Base - Employee Base Rate		Applicable DELTA FRENCH to DELTA TOTAL - DELTA BASE (Employee - DIR)		Loaded Hourly Billing Rates		% Escalation Increase		Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class	
		From	To	Hourly Rate	Annual	Hourly Rate	Annual	Hourly Rate	Annual	Hourly Rate	Annual	Hourly Rate	Annual	OT (1.5x)	OT (2x)			
Nicole Hart Office Engineer	11/30/2018	9/30/2019																
	10/1/2019	6/30/2020																
	10/1/2020	6/30/2021																
	10/1/2021	6/30/2022																

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

- Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates.
- "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
- The Billing rates shown in this cost proposal for field staff are based on estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
- The Billing rates shown in this cost proposal are the rates that were effective on 10/22/18. Changes to Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and returned based on their actual hourly rates on 10/22/18. Hourly rates for new employees hired after the date of this cost proposal will not exceed the rates in the cost proposal having similar experience.
- Travel Time Charges:
 - For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
 - For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:
 - 0 All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: Billing Rate = (Actual Hourly Rate) * (1 + Fee) + (Delta Base + Delta Fringe)
 - 0 For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5x or 2.0x multiplier for overtime as follows:

COUNTY OF NEVADA | On-Call Construction Management and Inspection Services
ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULTANT: Contract Administrative Services PROJECT NO.: _____ DATE: 11/29/2018
 CONTRACT TYPE: _____ Specific Rates of Compensation: _____
 Prime Consultant's Participation Amount: _____

Prevailing Wage Determination
NORTHERN CALIFORNIA
NC-63-9-2018-2

Name/Classification	Effective Date of Hourly Rate	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)		Employee Actual Rate (Fringe benefits vary year over year)		Applicable DELTA (TOTAL) = Employee's Total - Dpt Total		Applicable DELTA Base = Dpt Rate - Employee Base Rate		Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)		Loaded Hourly Billing Rates		% Estimated Increase		Actual Hourly Rate and/or Hourly Rate	Hourly Range for Class
		From	To	Hourly Rate	Benefits	Hourly Rate	Benefits	Hourly Rate	Benefits	Hourly Rate	Benefits	Hourly Rate	Benefits	OT (1.5x)	OT (2x)		
Middleline Salbar Principal / Labor Compliance Number Non-Prevailing Wage [Example]	7/1/2020	10/1/2019	6/30/2020	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$124.85	\$124.85	3.00%	\$ 50.00	N/A	
												\$128.60	\$128.60	3.00%	\$ 51.50	N/A	
												\$132.47	\$132.47	3.00%	\$ 53.00	N/A	
												\$136.34	\$136.34	3.00%	\$ 54.50	N/A	

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates.

2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.

3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.

4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 10/23/19. California Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for those employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 10/23/19. Hourly rates for new employees listed after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.

5. Travel Time Charges:
 For Request: On weekdays up to a maximum of 8 hours will be charged for work time, travel time and work time. Billing Rate = Loaded Rate Formula "C" above.
 For Example: On weekdays up to a maximum of 8 hours will be charged for work time, travel time and work time. Billing Rate = Loaded Rate Formula "C" above.
 For Example: On weekends up to a maximum of 8 hours will be charged for work time, travel time and work time. Billing Rate = Loaded Rate Formula "C" above.
 All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: Billing Rate = (Actual Hourly Rate) (1+ Fee) + (Delta Base + Delta Fringe)

For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5x or 2.0x multiplier for overtime as follows:

COUNTY OF NEVADA | On-Call Construction Management and Inspection Services
 ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULTANT: Construction Materials Engineers, Inc. PRIME SUB X CONTRACT TYPE: Specific Rates of Compensation PROJECT NO.: DATE: 11/20/2018 Prime Consultant's Participation Amount: Prevailing Wage Determination: NOKTERR CALIFORNIA NC-83-3-9-2018-2

Name/Classification	Home Office Personnel	Effective Date of Hourly Rate	Prevailing Wage Rate established by State Dept. (only applicable for prevailing wage work)		Employer Actual Rate (fringe benefits vary year over year)		Applicable DELTA (TOTAL) = Employees Total - DIR Total		Applicable DELTA Base = DFR Rate - Employee Base Rate		Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)		Loaded Hourly Billing Rates		Applicable Multiplier Delta Base (Fixed) = 2.0460		Actual Hourly Rate for Average Hourly Rate	Hourly Range for Class
			From	To	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly		
Roger Cortell Project Manager	Home Office Personnel	11/30/2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00	\$0.00	3.00%	\$0.00	\$0.00	N/A

1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates.
 2. "NC" denotes No Change for work more than 8 hours per day and for weekends and holidays for this contract only.
 3. The billing rates shown in this cost proposal for field staff entitled for PM rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
 4. The employer's actual hourly rates shown in this cost proposal are the rates that were effective on 10/29/18. California Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 10/29/18. Hourly rates for new employees listed after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on the cost proposal having similar experience.
 5. Travel Time Charges:
 For **8** hours: On weekdays up to a maximum of 8 hours will be charged for work time, travel time, or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
 For **Exempt** staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
 Billing rate for travel time = Loaded Rate Formula "C" above.
 All travel time, outside of the regular work day, will be billed without the application of overhead rate as follow: Billing Rate = (Actual Hourly Rate) (1+ Fee) * (Delta Base + Delta Fringe)
 For **Non-Exempt** Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follow:

COUNTY OF NEVADA | On-Call Construction Management and Inspection Services
ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULTANT: Webster Engineering PROJECT NO.: _____ CONTRACT NO.: _____ DATE: 11/30/2018

PRIME: _____ SUB: _____ X _____ CONTRACT TYPE: _____ Specific Rates of Compensation: _____

Prime Consultant's Participation Amount: _____

Prevailing Wage Determination
NORTHERN CALIFORNIA
NC-63-3-2018-2

Home Office Personnel	Normal	52.80%	Overhead %	57.20%	General Administration %	110.00%
Field Office Personnel	Normal	52.80%	Overhead %	57.20%	General Administration %	110.00%
OVERTIME		52.80%	Overhead %	57.20%	General Administration %	110.00%

Home Office Personnel Classification	Effective Date of Hourly Rate	Prevailing Wage Rates established by State DWR (only applicable for prevailing wage work)				Employee Actual Rates (fringe benefits vary year over year)				Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)				Loaded Hourly Billing Rates				Actual Hourly Billing Rate	Hourly Range for Class
		Base Salary	Fringe	Benefits	OT	Base Salary	Fringe	Benefits	OT	Delta	OT	Delta	OT	Delta	OT	Delta	OT		

Home Office Personnel Classification	Effective Date of Hourly Rate	Prevailing Wage Rates established by State DWR (only applicable for prevailing wage work)				Employee Actual Rates (fringe benefits vary year over year)				Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)				Loaded Hourly Billing Rates				Actual Hourly Billing Rate	Hourly Range for Class			
		Base Salary	Fringe	Benefits	OT	Base Salary	Fringe	Benefits	OT	Delta	OT	Delta	OT	Delta	OT	Delta	OT			Delta		
Katherine Webster, PE	11/30/2018	\$47.03	\$70.545	\$84.06	\$31.06	\$79.09	\$101.605	\$125.12	\$60.00	\$81.68	\$91.68	\$91.68	\$91.68	\$0.00	\$0.00	\$0.00	\$0.00	\$172.66	\$172.66	\$172.66	60.00	60.00
Assistant RE/ Assistant Structures Rep/ Inspector	10/20/2018	\$50.23	\$75.345	\$90.46	\$31.06	\$81.29	\$106.405	\$131.52	\$61.80	\$83.48	\$93.48	\$93.48	\$93.48	\$0.00	\$0.00	\$0.00	\$0.00	\$181.42	\$181.42	\$181.42	61.80	N/A
Group 1 Lead Inspector	10/20/2018	\$55.88	\$80.520	\$95.65	\$31.06	\$84.74	\$111.590	\$138.42	\$61.80	\$83.48	\$93.48	\$93.48	\$93.48	\$0.00	\$0.00	\$0.00	\$0.00	\$189.32	\$189.32	\$189.32	61.80	N/A
Prevailing Wage Example	10/1/2021	\$55.68	\$80.52	\$95.65	\$31.06	\$84.74	\$111.59	\$138.42	\$65.56	\$87.24	\$97.24	\$97.24	\$97.24	\$0.00	\$0.00	\$0.00	\$0.00	\$190.74	\$190.74	\$190.74	63.65	N/A
Katherine Webster, PE	11/30/2018	\$52.91	\$79.365	\$95.62	\$31.06	\$85.97	\$110.425	\$138.68	\$60.00	\$81.68	\$91.68	\$91.68	\$91.68	\$0.00	\$0.00	\$0.00	\$0.00	\$184.42	\$184.42	\$184.42	60.00	60.00
Assistant RE/ Assistant Structures Rep/ Inspector	10/20/2018	\$56.35	\$81.465	\$97.59	\$31.06	\$87.57	\$115.625	\$144.08	\$61.80	\$83.48	\$93.48	\$93.48	\$93.48	\$0.00	\$0.00	\$0.00	\$0.00	\$193.98	\$193.98	\$193.98	61.80	N/A
Group 1 Lead Inspector	10/20/2018	\$60.39	\$85.505	\$100.63	\$31.06	\$91.45	\$121.655	\$151.84	\$65.56	\$87.24	\$97.24	\$97.24	\$97.24	\$0.00	\$0.00	\$0.00	\$0.00	\$201.74	\$201.74	\$201.74	63.65	N/A
Prevailing Wage Example	10/1/2021	\$60.39	\$85.505	\$100.63	\$31.06	\$91.45	\$121.655	\$151.84	\$65.56	\$87.24	\$97.24	\$97.24	\$97.24	\$0.00	\$0.00	\$0.00	\$0.00	\$206.66	\$206.66	\$206.66	65.56	N/A
Katherine Webster, PE	11/30/2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$138.60	\$138.60	\$138.60	60.00	N/A
Assistant RE/ Assistant Structures Rep/ Inspector	10/20/2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$142.76	\$142.76	\$142.76	61.80	N/A
Group 1 Lead Inspector	10/20/2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$147.03	\$147.03	\$147.03	63.65	N/A
Prevailing Wage Example	10/1/2021	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$151.44	\$151.44	\$151.44	65.56	N/A

- Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates.
- "N/C" denotes No Charge for work more than 8 hours per day and for weekends and holidays for the contract only.
- The billing rates shown in this cost proposal for field staff entitled for PIV rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PIV fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
- The employee actual hourly rates shown in the cost proposal are the rates that were effective on 10/23/18. Certain Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 10/23/18. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
- Travel Time Charges:
 - For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula 'C' above.
 - For Example staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:
 - Billing rate for travel time = Loaded Rate Formula 'C' above.
 - All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: Billing Rate = (Actual Hourly Rate) (1+ Fee) + (Delta Base + Delta Fringe)
 - For Non-Example Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follows:
 - Billing Rate = (Actual Hourly Rate) (1+ Fee) + (Delta Base + Delta Fringe)

COUNTY OF NEVADA | On-Call Construction Management and Inspection Services
ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULTANT: Vail Cooper & Associates, Inc. PRIME X SUB _____ DATE: 11/30/2018
PROJECT NO.: _____ CONTRACT NO.: _____

SCHEDULE OF OTHER DIRECT COST ITEMS

Vail Cooper & Associates, Inc.			Blackburn Consulting			Contract Administrative Services			Construction Materials Engineers, Inc.			Webster Engineering		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling			Special Tooling			Special Tooling			Special Tooling			Special Tooling		
A. Equipment rental	Each	+ 15%	A. Equipment rental	Each	+ 15%	A. Lab Testing	Each	Attached schedule	A. Lab Testing	Each	Attached schedule	A. Lab Testing	Each	Attached schedule
B. Specialty vendor	Each	+ 15%	B. Specialty vendor	Each	+ 15%	B. Equipment Charges	Each	Attached schedule	B. Equipment Charges	Each	Attached schedule	B. Equipment Charges	Each	Attached schedule
C. Laboratory analysis	Each	Attached schedule	C. Laboratory analysis	Each	Attached schedule	C. Travel	Travel	Travel	C. Travel	Travel	Travel	C. Travel	Travel	Travel
Travel			Travel			Travel			Travel			Travel		
A. Per Diem	N/C	N/C	A. Mileage @ IRS rate	Mile	IRS	A. Vehicle	Hour	\$10	A. Vehicle	Hour	\$10	A. Vehicle	Hour	\$10
B. Company Vehicles	N/C	N/C	B. Mileage @ IRS rate	Mile	IRS	B. Per diem	Day	\$150	B. Per diem	Day	\$150	B. Per diem	Day	\$150
C. Personal Vehicles (Mileage)	mile	IRS Rate	C. Caltrans guidelines	Caltrans guidelines	Caltrans guidelines	C.			C.			C.		
Other														
A. FCCM **	% Labor	0.04%												
** Facilities Capital Cost of Money (FCCM) will be billed as an Other Direct Cost based on the sum of actual hourly rates (AHR) of each employee (EOB) and the number of monthly hours billed (MHB) multiplied by the FCCM.														

IMPORTANT NOTES:

- "N/C" denotes No Charge
- Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.
- Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed vendors shall be presented in the Task Order Cost Estimate for each project. Pre-approval by the Caltrans Contract Manager will be required and shall be submitted along with the actual invoice.
- Parking, tolls and local transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
- Other Direct Cost (ODC) items claimed shall be in compliance with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation - FAR cost principles) and shall be consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies and private clients.
- Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt, and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- For those items listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).

COUNTY OF NEVADA | On-Call Construction Management and Inspection Services

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

SCHEDULE OF OTHER DIRECT COST ITEMS

Fresno Office:
4186 W. Swift Avenue, Suite 107
Fresno, CA 93722
(559) 439-8411, Alt. (559) 276-6246



www.blackburnconsulting.com

2018 LABORATORY FEE SCHEDULE

Geotechnical • Geo-Environmental • Construction Services • Forensics

Auburn Main Office:
11521 Boucher Drive, Suite 110
Auburn, CA 95603
(530) 887-1494 Fax (530) 887-1495
West Sacramento Office:
2487 Boatman Avenue
West Sacramento, CA 95691
(916) 375-8706 Fax (916) 375-8709

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SOIL CLASSIFICATION		
#200 Sieve Wash	ASTM D1140	\$118
Sieve Analysis to #200	ASTM D6913, CAL 202	\$164
Standard Hydrometer with Sieve Analysis	ASTM D422	\$362
Plasticity Index	ASTM D4318	\$265
Specific Gravity - Soils	AASHTO T100	\$113
MOISTURE / DENSITY		
Moisture Content	ASTM D2216, CAL 226	\$43
Moisture Density		\$91
SOIL COMPACTION		
Standard Proctor (4" or 6" mold)	ASTM D958	\$330
Modified Proctor (4" or 6" mold)	ASTM D1557	\$330
California Impact	CAL 216	\$232
Check Point (Standard or Modified)		\$151
VOLUME CHANGE	ASTM D2245	\$519
One-Dimensional Consolidation		
1/8 load increments, includes 2 time-rate curves and 2 rebound observations		\$35/ea
Additional Load or Rebound Determination		\$13/ea
Additional Time Rate Curves		\$265
Expansion Index	ASTM D4829	\$163
Settlement Swell	ASTM D4845	\$163
STRENGTH		
Unconfined Compression	ASTM D2168	\$151
Compression, Rock, Prep & Photos included	ASTM D7012	\$175
Rock Point Load (up to six points)	ASTM D5731	\$70
Compression Test of Cast Concrete Spec		\$125
California Bearing Ratio (CBR), with curve	ASTM D1883	\$922
California Bearing Ratio (CBR), without curve	ASTM D1883	\$465
Resistance Value	CAL 301, ASTM D2844	\$357
Direct Shear (per point)		
Undisturbed	ASTM D3080	\$206
Remolded	ASTM D3080	\$265
Triaxial Compression (per point) Photos of failure upon request		
Undrained, Unconsolidated w/out Pore Pressure	ASTM D2850	\$184
Consolidated, Undrained w/ Pore Pressure Measurements	ASTM D4767	\$541
Consolidated, Drained		\$779
Consolidated, Undrained, no Pore Pressure Measurements		\$303
Specimen Remolding		\$118

Blackburn Consulting

Revised 11-21-17

2018 Laboratory Fee Schedule

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CORROSION ANALYSIS		
Corrosion Analysis Package	CAL 643, 417, 422.	\$336
Includes Soil Resistivity, Soil pH, Sulfides / Chlorides, Minimum size is 1,000 grams		
pH	CTM5-43	\$43
Resistivity	CTM6-43	\$141
PERMEABILITY		
Flex-wall Permeability	ASTM D5084	\$478
Either: Constant Head or Falling Head / using Tail Water. Method depends on soil type		
Each Additional Extractive Street		\$118
Specimen Remolding		\$110
TREATED SOIL TESTS		
% Lime for Stabilization - per point (%)	ASTM D5276	\$131
BN of Soil	CTM6-43	\$43
Modified Proctor	ASTM D1557	\$330
Unconfined Compression Test	ASTM D5102	\$221
One Dimensional Swell	ASTM D4845	\$221
AGGREGATES		
Bulk Specific Gravity - Course & Fine Aggregate	ASTM C127 & 128, CAL 206, 207	\$113
Course Durability	CAL 229	\$195
Fine Durability	CAL 217, ASTM D2419	\$195
Sand Equivalent	CAL 227	\$184
Charmess Value	CAL 226/370	\$103
Moisture Content	CAL 205	\$173
Percent of Crushed Particles (per size fraction)	AASHTO T304 Method A	\$173
Fine Aggregate Angularity	AASHTO D 4751	\$173
Flt and Elongated Particles (per size)	CAL 304/203	\$184
Combined Grading 1" through no. 100	CAL 201/202	\$184
Bin Grading (Print 2 Bins)		\$70
Each Bin Throater	LP-9, CT382	\$113
ASPHALT		
Bulk Specific Gravity - Compacted Hot Mix Asphalt	CAL 308	\$55
Theoretical Max Specific Gravity (Rise)	CAL 309	\$201
LTM (Set of 5)	CAL 375	\$400
Binder Content		
Ignition Oven Correction Factor	CAL 382	\$341
Ignition Oven	CAL 382	\$201
Solvent	AASHTO T164	\$354
Stability (Set of 3)	CAL 395	\$357
Void Content		
With Stability and Rise	CAL 387	\$38
CONCRETE / MASONRY		
Concrete Compression Test 6" x 12" or 4" x 8"	ASTM C59	\$35
Noncure or Grout Compression		\$65

Other Tests Quoted Upon Request


Blackburn Consulting

Revised 11-21-17

COUNTY OF NEVADA | On-Call Construction Management and Inspection Services

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

SCHEDULE OF OTHER DIRECT COST ITEMS

 <p>8880 Sierra Center Parkway, Suite 30 Henderson, Nevada 89115 Phone: 775-851-4210 Fax: 775-851-4880</p>		<p>January 1, 2018 Standard Fee Schedule</p>
<p>PERSONNEL BILLING RATES</p>		
Clerical/Drafting	\$ 80.00	per hour
Testing Technician - Level 1	90.00	per hour
Testing Technician - Level 2 / Project Inspector - Level 1	100.00	per hour
Project Inspector - Level 2	110.00	per hour
Project Inspector - Level 3	120.00	per hour
Senior Project Inspector / Engineer - Level 1	130.00	per hour
Senior Project Inspector / Engineer - Level 2	140.00	per hour
Professional Engineer / Project Manager - Level 1	150.00	per hour
Professional Engineer / Project Manager - Level 2	170.00	per hour
Professional Engineer / Project Manager - Level 3	180.00	per hour
Principal	200.00	per hour
<p>EQUIPMENT CHARGES</p>		
Wendler Densometer (Soils)	\$ 10.00	per hour
Wendler Densometer (Asphalt Thin-Lift)	10.00	per hour
Cone Bag	60.00	per hour
Packometer	30.00	per hour
Schmidt Hammer	20.00	per hour
MIT-SCAN-ET Dowel Bar Scanner	60.00	per hour
Floor Finishes Dipstick	40.00	per hour
Concrete Maturity/Temperature Sensors	75.00	per sensor
Pull Out Equipment	100.00	per day
Torque Wrench	30.00	per day
Schramm Withrich Pit Transfer Collimator	50.00	per day
Ultrasonic	20.00	per hour
Magnetic Particle Testing Equipment and Supplies	10.00	per hour
Dynamic Cone Penetrometer (DCP)	30.00	per test
Refraction Micrometer (Refr)	300.00	per day
Roadability Meter	10.00	per hour
Leaser Level	15.00	per hour
Mobile Laboratory	Quote	

<p>EQUIPMENT CHARGES (continued)</p>		
Holiday Detector - Low Voltage	10.00	per hour
Holiday Detector - High Voltage	20.00	per hour
Concrete Radiative Humidity Sensors (ASTM F2170)	75.00	per sensor
Concrete Surface Moisture Kit (ASTM F1869)	35.00	per kit
<p>MISCELLANEOUS CHARGES</p>		
Vehicle	\$ 0.75	per mile or
Per Diem	\$10.00	per hour minimum
Supplies	125.00	per month per day
Outside Services	Cost + 10%	Cost + 10%
<p>SOIL TESTING</p>		
Soils Analysis	\$ 100.00	
Coarse Grained Soils Analysis	125.00	
Plasticity Index	100.00	
Molau's Determination of Soil	25.00	
Soil Specific Gravity (ASTM D954)	90.00	
Abramson Air Impact (includes soil specific gravity)	300.00	
Molau's Density Curve	250.00	
Molau's Density Curve (Back Corrected)	300.00	
R-Value	275.00	
CBR (ASTM D1883)	550.00	
CBR (AASHTO T-193)	550.00	
One Point CBR (includes Molau's Density Curve)	550.00	
Two Point CBR (includes Molau's Density Curve)	550.00	
Direct Shear - 3 Point (includes soil specific gravity)	200.00	
Unconfined Compression	90.00	
PTA Swell Test	90.00	
Swell Test (AASHTO T-116)	100.00	
Soil Recession	70.00	
Ring Moisture Density	70.00	
Soils Stiffness	55.00	
Permeability	Upon Request	
Density Tests (sampling)	Hourly Rate	

EXHIBIT "C"

SCHEDULE OF CHANGES

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

- 4. Contract Term:** The following paragraphs are added to Paragraph 3 of the contract:
CONTRACTOR is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

The contract term 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 prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

- 13. Assignment and Subcontracting:** The following paragraphs are added to Paragraph 13 of the contract:

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 Contractor of its responsibilities and obligations hereunder. The Contractor 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 Contractor. The Contractor's obligation to pay its subconsultant(s) is an independent obligation from the County's obligation to make payments to the Contractor.

The Contractor 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 Contractor shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to the Contractor 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).

- 17. Nondiscriminatory Employment:** The following paragraphs are added to Paragraph 17 of the contract:

The Contractor's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

- A. During the performance of this Contract, Contractor and its subconsultants shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- B. Contractor and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by County to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- C. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.
- D. Contractor 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.
- E. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
- F. The Contractor, with regard to the work performed under this Contract, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States 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.
- G. The Contractor shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

20. Termination: The following paragraphs are added to Paragraph 20 of the contract:

County may temporarily suspend this contract, at no additional cost to County, provided that Contractor is given written notice of temporary suspension. If County gives notice of temporary suspension, Contractor shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided.

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; Contractor, 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 Contractor and its 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.

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 Contractor 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 Contractor from full and timely performance, in accordance with the terms of this contract.

Contractor and subContractor Contracts, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Contractor's responsibility to ensure federal, County, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Contract, cost proposal, and ICR shall be adjusted by Contractor and approved by County Contract Administrator to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by County at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the federal, County or local governments have access to CPA work papers, will be considered a breach of Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

Contractor's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Contractor and approved by the County Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Contractor to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

1. During Caltrans A&I's review of the ICR audit work papers created by the Contractor's independent CPA, Caltrans A&I will work with the CPA and/or Contractor toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Contractor at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph above, Caltrans A&I may require Contractor to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the Contractor's and/or the independent CPA's revisions.
3. If the Contractor fails to comply with the provisions of this section or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted,

overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Contract.

Add the following paragraphs to the contract:

28. Construction Procedures:

Contractor's observation or monitoring portions of the work performed under construction contracts shall not relieve the construction contractor from its responsibility for performing work in accordance with applicable contract documents. Contractor shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health and safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Contractor shall not be responsible for the acts or omissions of the construction contractor or other parties on the project.

29. Cost Principles And Administrative Requirements:

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

30. Equipment Purchase:

Prior authorization in writing, by the County's Contract Administrator shall be required before the Contractor enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or the Contractor services. The Contractor 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 Contractor'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:

Contractor 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 Contractor 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 Contractor elects to keep the equipment, fair market value shall be determined at the Contractor'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 Contractor, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the County.

Regulation 2 CFR Part 200 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.

31. Debarment and Suspension Certification:

The County's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the County or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. 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 County. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

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

32. Conflict of Interest:

The Contractor 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 Contractor 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.

Contractor certifies that it has disclosed to County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Contractor agrees to advise County of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Contractor further agrees to complete any statements of economic interest if required by either County ordinance or State law.

The Contractor 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.

The Contractor hereby certifies that neither the Contractor, nor any firm affiliated with the Contractor 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.

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

33. Rebates, Kickbacks or Other Unlawful Consideration:

The Contractor 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.

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

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

- a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of to any person for influencing or attempting to influence an officer or employee of any state or federal agency; an Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or any employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Contractor 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.

Contractor 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.

35. Claims Filed By Local Agency's Construction Contractor:

If claims are filed by the County's construction contractor relating to work performed by the Contractor's personnel, and additional information or assistance from the Contractor's personnel is required in order to evaluate or defend against such claims; the Contractor 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 Contractor'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 Contractor's personnel services under this contract.

Services of the Contractor'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.

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

37. Safety:

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

38. Confidentiality of Data:

All financial, statistical, personal, technical, or other data and information relative to Nevada County's operations, which are designated confidential by Nevada County and made available to Contractor in order to carry out this contract, shall be protected by Contractor 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 Contractor to further disclose such information, or disseminate the same on any other occasion.

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

Contractor 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 Contractor to any entity other than the County.

39. Contractor's Reports Or Meetings:

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

40. Attached exhibits:

The following attached exhibits are incorporated into this contract:


- a. Exhibit 10-O2

Approved By:

County Counsel: _____

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Nevada 2. Contract DBE Goal: 2%
 3. Project Description: On-Call Construction Management and Inspection Services
 4. Project Location: County of Nevada
 5. Consultant's Name: Vali Cooper & Associates 6. Prime Certified DBE: 7. Total Contract Award Amount: \$200,000
 8. Total Dollar Amount for **ALL** Subconsultants: \$28,000 9. Total Number of **ALL** Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Labor Compliance & Office Engineering	43831	Contract Administrative Services Inc. 180 S. First Street, Suite 10, Dixon, CA 95620 707-693-8802	\$4,000
Construction Inspection	44316	Webster Engineering 2271 Olympia Lane, Placerville, CA 95667 916-521-6932	\$4,000
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$ 8,000
21. Federal-Aid Project Number: _____			4 %
22. Contract Execution Date: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		 15. Preparer's Signature _____ 16. Date <u>2/11/19</u>	
23. Local Agency Representative's Signature _____	24. Date _____	17. Preparer's Name <u>Richard Kaufman</u> 18. Phone <u>916-925-0952</u>	
25. Local Agency Representative's Name _____	26. Phone _____	Vice President-Regional Manager 19. Preparer's Title	
27. 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) 654-8410 or TDD (916) 654-3860 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.