



April 06, 2018

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

RE: Nevada County Operations Center – Construction Management Services Proposal

Dear Josette,

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

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

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

Pre-Construction Phase

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

Construction Phase

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

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

Sub Consultants

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

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

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

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

Sincerely,



Ron Mann
Sacramento Area Manager

Construction Management Services for the Nevada County Operations Center

Construction Duration 16 Months (480-Calendar Days)

Construction Estimate \$15 Million

Construction Phase

Close-out / Move Mgt

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	HRS	TOTAL	
Months	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19			
Expenses																				
Supplies / Consumables	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50		\$850
Expenses Total	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50		\$850
Direct Job Labor (Hours/month)																				
APSI Labor Category																				
Project Executive	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	0	256	\$42,016	
Project Manager	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	2,856	\$424,200	
Project Engineer	80	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	168	2,768	\$298,704	
Scheduler	8	64	40	16	16	16	16	16	16	16	16	16	16	16	16	16	0	320	\$44,080	
Estimator		16	16	16	16	16	16	24	24	24	24	24	24	24	24	24	0	312	\$43,360	
APSI CM hours	272	432	408	384	384	384	384	392	392	392	392	392	392	392	392	392	336		\$852,360	

Total 6,512 **\$853,210**

Pre-Construction and Other Services

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

Total Pre-Construction and Other Services **\$201,930** **\$201,930**

Grand Total **\$1,055,140**

Billing Rates

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



Proposal No. PL17242
January 15, 2018

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

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

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

Dear Mr. Mann,

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

PROPOSED SCOPE OF SERVICES

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

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

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

SCHEDULE

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

TERMS

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

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

Sincerely,

HOLDREGE & KULL



John Atkinson
Principal

Attached: NC Operations Center Fee Schedule

Nevada County Operations Center

Fee Schedule

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

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

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

Notes

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

Soil
Aggregate
Concrete
Asphalt

2017 LABORATORY TESTING SERVICES

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

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

April 6, 2018

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

Re: Nevada County Operations Center

Dear Jay:

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

DESCRIPTION OF PROJECT

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

We propose a scope of Services and Deliverables as follows:

SERVICES

Construction Administration

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

Close Out

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

CLARIFICATIONS

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

DELIVERABLES (INCLUSIVE OF ALL CONSULTANTS)

Construction Administration

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

Close Out

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

COMPENSATION

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

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

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

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

Sincerely,



Nick Docous
Principal

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

CLASSIFICATION
HOURLY RATES

Principal.....	\$220.00
Associate Principal.....	\$205.00
Senior Associate.....	\$195.00
Director of Healthcare Planning.....	\$195.00
Director of Accessibility.....	\$195.00
Director of Sustainability.....	\$185.00
Director of Planning.....	\$185.00
Associate.....	\$185.00

ARCHITECTURAL SERVICES

Project Director – Architecture.....	\$175.00
Senior Project Manager – Architecture.....	\$165.00
Specifications Writer.....	\$165.00
Project Manager – Architecture.....	\$150.00
Senior Architect.....	\$150.00
Project Architect.....	\$135.00
Senior Designer – Architecture.....	\$130.00
Staff Architect.....	\$125.00
Project Designer – Architecture.....	\$115.00
Staff Designer – Architecture.....	\$105.00
Designer – Architecture.....	\$95.00
Specification Technician.....	\$95.00

INTERIOR DESIGN SERVICES

Project Director – Interiors.....	\$165.00
Senior Project Manager – Interiors.....	\$155.00
Project Manager – Interiors.....	\$145.00
Senior Designer – Interiors.....	\$120.00
Project Designer – Interiors.....	\$105.00
Staff Designer – Interiors.....	\$90.00
Designer – Interiors.....	\$80.00

STRUCTURAL ENGINEERING SERVICES

Project Director – Engineering.....	\$175.00
Senior Project Manager – Engineering.....	\$170.00
Project Manager – Engineering.....	\$160.00
Senior Engineer.....	\$160.00
Project Engineer.....	\$150.00
Staff Engineer.....	\$140.00
Senior Drafter – Engineering.....	\$130.00
Project Designer – Engineering.....	\$125.00
Project Drafter – Engineering.....	\$115.00
Staff Designer – Engineering.....	\$115.00
Designer – Engineering.....	\$105.00
Staff Drafter – Engineering.....	\$105.00
Drafter – Engineering.....	\$90.00

PROJECT SUPPORT SERVICES

Graphics Creative Director.....	\$155.00
Senior Graphic Designer.....	\$125.00
Graphic Designer.....	\$95.00
Senior Project Coordinator.....	\$90.00
Project Coordinator.....	\$80.00
Staff Technician.....	\$65.00

Consultant.....	Direct Cost + 10%
Reimbursables.....	Direct Cost + 10%
<i>Blueprints, Photocopies, Shipping, Photography, Plotting, Renderings, Travel Expenses, Agency Fees, etc.</i>	
Mileage.....	per IRS standard rate



Nevada County Operations Center - Exhibit B Work Breakdown

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

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



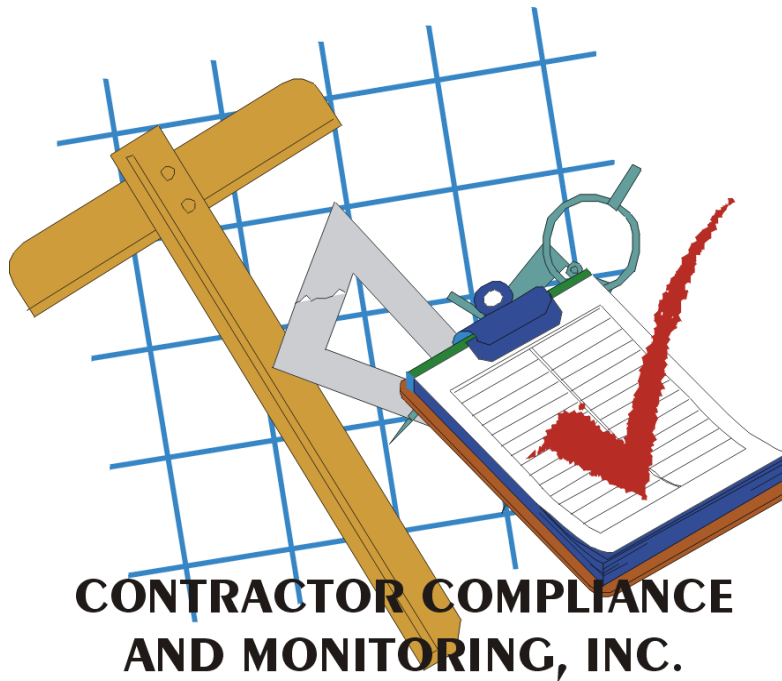
Exhibit C - Schedule of Direct Expenses

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

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

Trips

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



Contractor Compliance and Monitoring Inc.'s
Proposal for Labor Compliance Program Services

APSI

County of Nevada Operations Center Project

Contractor Compliance and Monitoring, Inc.

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

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

1. Firm Information/Qualifications

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

Deborah Wilder, President

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

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

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

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

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

¹ DIR stopped approving 3rd party LCPs in 2011.

2. Labor Compliance Program Experience/ Scope of Work

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

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

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

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

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

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

Experience/References

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

Calleguas Water District

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

Status of Project: 2008-current

Construction Cost: \$12-\$14 Million

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

City of Campbell

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

Status of Project: 2014-2015

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

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

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

Las Gallinas Valley Sanitary District

Project Descriptions: 12 projects, CA, and Prop 84

Status of Projects: 2013- present

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

Staffing: Katherine Martins, Christina Sanchez (job walks)

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

3. Proposed Project Team/Personnel

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

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

4. Capabilities

Labor Compliance Program Experience

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

Experience with the Department of Industrial Relations

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

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

Experience with the Division of Apprenticeship Standards

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

Experience with the Office of Policy, Research and Legislation

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

Experience with the Division of Labor Standards Enforcement

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

Davis-Bacon Experience

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

Quality Control

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

5. Preliminary Fee Proposal/Cost and Price Summary

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

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

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

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

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

3. Additional Data

Ownership of Work:

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

Contract Terminations:

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

Exclusions:

CCMI claims exceptions from the standard agency agreement as follows:

Indemnification: Page 2 Paragraph b.

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

Insurance:

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

Testimonials:

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

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

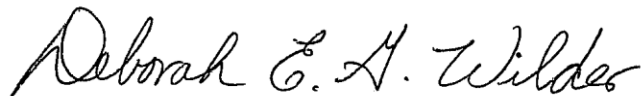
-Jan Shipley, Construction Supervisor, Livermore Valley Joint Unified School District

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

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

Conclusion

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

A handwritten signature in black ink that reads "Deborah E. A. Wilder". The signature is written in a cursive style with a large initial 'D'.

President,
Contractor Compliance and Monitoring, Inc.



April 9, 2018

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

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

Dear Mr. Mann:

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

PROJECT DESCRIPTION

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

SCOPE OF SERVICES AND PROCESS

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

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

Gladys Cornell

Principal

916.698.0826 (cell)

gcornell@aimconsultingco.com

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

CONDITIONS OF BASIC SERVICE

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

COMPENSATION

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

PAYMENTS

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

SCHEDULE

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

INSURANCE

The Consultant shall maintain for the duration of the contract "occurrence coverage" insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subconsultants.

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

INSTRUMENTS OF SERVICE

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

TERMINATION

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

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

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

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

Sincerely,

AIM CONSULTING, INC.

Gladys Cornell, Principal

APPROVED:

APSI Construction Management

Ron Mann, Sacramento Area Manager

Date

AIM CONSULTING, INC.



Gladys Cornell, President

Date