

**PERSONAL SERVICES CONTRACT**

County of Nevada, California

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

**ADAMS ASHBY GROUP, INC**

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

(§1) **Davis-Bacon Act Compliance Officer Services**

**SUMMARY OF MATERIAL TERMS**

- (§2) **Maximum Contract Price:** \$42,720.00
- (§3) **Contract Beginning Date:** 03/22/2016      **Contract Termination Date:** 09/30/2016
- (§4) **Liquidated Damages:** N/A

**INSURANCE POLICIES**

Designate all required policies:

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

**LICENSES**

Designate all required licenses:

(§14) \_\_\_\_\_

**NOTICE & IDENTIFICATION**

(§26) <b>Contractor:</b> <b>Adams Ashby Group</b> 770 L Street, Suite 950 Sacramento, CA 95814 Contact Person: Paul Ashby (916) 449-3944 e-mail: pashby@adamsashbygroup.com	<b>County of Nevada:</b> 950 Maidu Avenue Nevada City, California 95959  Contact Person: Rob Choate ( 530 ) 265-1645 e-mail: rob.choate@co.nevada.ca.us Org Code: 1607-50605-451-1000/521520
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**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

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

**ATTACHMENTS**

Designate all required attachments:

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

### Terms

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

### Services

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

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

### Payment

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

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

### Time for Performance

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

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

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

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

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

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

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

### Insurance

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

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

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

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

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

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

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

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

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

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

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

**9. Errors and Omissions:**

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

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

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

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

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

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

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

**11. Indemnity:**

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

**Personal Services**

**12. Contractor as Independent:**

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

**13. Assignment and Subcontracting:**

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

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

**14. Licensing and Permits:**

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

**Public Contracts**

**15. Prevailing Wage and Apprentices:**

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

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

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

**17. Nondiscriminatory Employment:**

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

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

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

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

**19. Cost Disclosure:**

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

**Default and Termination**

**20. Termination:**

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

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

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

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

**Miscellaneous**

**21. Books of Record and Audit Provision:**

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

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

**22. Intellectual Property:**

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

**23. Entire Agreement:**

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

**24. Jurisdiction and Venue:**

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

**25. Compliance with Applicable Laws:**

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

**26. Notices:**

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

**27. Authority:**

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

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

**CONTRACTOR:**

\_\_\_\_\_  
Paul Ashby  
Principal, Adams Ashby Group

Dated: \_\_\_\_\_

**COUNTY OF NEVADA:**

\_\_\_\_\_  
Honorable Dan Miller  
Chair, Board of Supervisors

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Julie Patterson Hunter  
Clerk of the Board

**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**  
**ADAMS ASHBY GROUP, INC.**

**BACKGROUND:**

The County of Nevada's Health and Human Services Agency (HHS) Housing Division has been awarded funding under the State of California Community Development Block Grant Program (CDBG) for the construction of two projects. The CDBG grant and Supplemental Activities require Davis- Bacon Act labor standards monitoring for these projects.

The projects are the following:

- 1) Penn Valley Sewer District System Improvement - The work consists of installation of 4.5 miles of sewer main lines from Penn Valley to the Lake Wildwood Wastewater Treatment Facility to mitigate health and safety issues to benefit approximately 404 residents.

The project has an estimated construction cost of \$5,254,983, with \$1,162,791 awarded in CDBG funds. Construction is estimated to start in late April or early May of 2016. It is anticipated to be completed by September 30, 2016, though unforeseen construction delays could extend this date.

- 2) Bost Avenue House Rehabilitation – The work consists of renovation of a County-owned structure to meet the health and safety requirements of a residential substance abuse treatment facility. The rehabilitation will include upgrading the kitchen with commercial equipment and new refrigeration equipment, remodeling the first floor restroom and storage area, performing first floor ADA mitigation, remodeling the upstairs restroom to allow for two showers and two toilets, replacing side stairs, retro-fitting the electrical and plumbing system, replacing flooring throughout, repaving an ADA parking lot, interior painting, and associated project management and design. The project may further include replacement of the decking, painting the exterior, replacing windows, and reroofing a storage shed.

The project has an estimated construction cost of \$400,000, awarded through CDBG Program Income funds. Construction is estimated to start in June 2016. It is anticipated to be completed by September 30, 2016, though unforeseen construction delays could extend this date.

**DESCRIPTION OF SERVICES**

The Contractor shall perform any and all tasks related to assessing and documenting the labor standards activities of the contractors and sub-contractors for two above named County projects to ensure compliance with all appropriate state, county and local requirements, and Program policies and procedures.

**Contractor shall perform the following services:**

1. Participate with the County in disseminating information related to Davis-Bacon Act standards and CDBG Program or contract deliverables to contractors selected to do construction.
2. Attend the pre-construction conference to provide the contractors and any subcontractors with contractor labor compliance handouts, applicable wage rate information and documents.
3. Monitor and audit labor standards under the Davis-Bacon Act, CDBG and other local, state, and federal requirements including, but not limited to:
  - Obtain applicable state and federal wage classification decisions as required.



- Review the bid packages for construction projects. Bid package review will ensure that the correct recording and reporting forms and wage rates are included per requirements of the projects federal funding program.
  - Review pertinent provisions or collective bargaining agreements (if any).
  - Audit payroll and benefit records and certified wage submissions on a weekly basis to ensure compliance with Davis-Bacon requirements.
  - Audit Davis-Bacon additional recordkeeping and other requirements
  - Monitor wage provision contract compliance for contractors.
4. Providing technical assistance to contractors, if needed, related to Davis-Bacon labor standard requirements.
  5. If requested, providing weekly written contractor review summaries to the County, assess areas of noncompliance, and provide suggestions regarding method of correction to the City and contractor as needed.
  6. Monitor corrective action plans as needed.
  7. Provide monthly written reports to the County regarding contractor compliance on CDBG-funded projects.
  8. Provide other data and annual and/or quarterly reports as requested by the County related to compliance with its CDBG projects labor standard requirements.
  9. Deliver all documents to the County at the conclusion of the project.

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**ADAMS ASHBY GROUP, INC.**

Contractor shall be compensated for services at the following rates:

AAG proposes to bill labor compliance services for the fee listed below. All charges may be included in your grant through Activity Delivery dollars, thus not impacting your general fund. Below we have estimated the required hours for each task based on one bid per project.

<b>Task*</b>	<b>Schedule</b>	<b>Time Allocation</b>
<b>Step 1: Applicability</b>		
1.1 Advise State Representative of Labor Compliance Officer contact information	Immediate - upon award of contract.	
1.2 Establish file and insert Start Construction Checklist. Begin set up of project and establish wage rate sheet. Prepare documents for bid package and review package before publication.	Once project is ready to move forward	
1.3 Secure Wage Rate Determination (SF-308) from CDBG representative – update prior to bid release	Once project has been approved and design in at 95% completion.	24
<b>Step 2: Bid Process</b>		
2.1 Obtain documentation of Advertise for Bids		
2.2 Calendar date of pre-bid conference, prepare handouts related to MBE/WBE and Section 3 and attend	At bid issuance	
2.3 Discuss wage classifications and if additional classification requests will be required	At pre-bid conference	
2.4 Obtain 10 day update prior to bid opening - receive and review if update has occurred.	Based on bid opening date	
2.5 Open & Award Bids (after 15 day waiting period)		
2.6 Notify representative of Bid Award	Approval of Board	32
<b>Step 3: Verification of Contractors and Subcontractors</b>		
3.1 Run EPLS and California license verification on all sub and general	At award - prior to contract execution	
3.2 Review insurance coverage	At award - prior to contract execution	8
<b>Step 4: Notice of Award/Pre-Construction</b>		
4.1 Obtain contract copy for file/including sub contracts – collect all required Section 3 data for reporting	Advise at Pre-Bid and obtain once contract is executed	
4.2 Issue Notice of Award to required agency/ies	Approval of Board	
4.3 Calendar Pre-Construction Conference and advise required state representatives	After Approval of Board	

<b>4.4</b>	Prepare agenda and Labor Compliance Book for General and all Subs - Schedule training	<b>7 days prior to Pre-construction meeting</b>	
<b>4.5</b>	Attend Pre-Construction meeting	<b>As scheduled</b>	
<b>4.6</b>	Finalize forms/documents and final wage rates	<b>Prior to notice to proceed being issued.</b>	60
<b>Step 5: Construction</b>			
<b>5.1</b>	Obtain Notice to Proceed - Begin Payroll #1	<b>As scheduled</b>	
<b>5.2</b>	Notify State Representative of Start of Construction	<b>As scheduled</b>	5
<b>Step 6: Begin Labor Compliance Monitoring</b>			
<b>6.1</b>	Review Contractor Work Schedule and discuss with project manager - Develop interview schedule	<b>At construction start date</b>	
<b>6.2</b>	Conduct employee interviews	<b>Varies on construction</b>	
<b>6.3</b>	Collect and Review/Approve Weekly Payrolls	<b>Weekly</b>	
<b>6.6</b>	Compare Payroll Forms to Interviews/project reports	<b>As needed</b>	
<b>6.7</b>	Submit/Reject payrolls and review reports for corrections	<b>As needed</b>	
<b>6.8</b>	Follow-up on payments to workers	<b>As needed</b>	
<b>6.9</b>	Report violations to City	<b>As needed</b>	
<b>6.10</b>	Report any violations to HCD*	<b>As needed</b>	150
<b>Step 7: Monthly Labor Compliance Certification</b>			
<b>7.1</b>	Provide required reports to State Representative (as required)	<b>Semi-Annual reports</b>	
<b>7.2</b>	Complete Final Wage Compliance Report/Certifications	<b>Project close-out</b>	24
<b>Step 8: Close-out</b>			
<b>8.1</b>	Finalize project reports, files, audit and package for filing		40
<b>Sewer Line Project</b>		<b>Total hours 343 x \$80 per hour</b>	<b>\$27,440</b>

\*

## Cost Proposal – Bost Avenue Housing Rehabilitation Project

AA&G proposes to bill labor compliance services for the fee listed below. All charges may be included in your grant through Activity Delivery dollars, thus not impacting your general fund. Below we have estimated the required hours for each task.

Task*	Schedule	Time Allocation
<b>Step 1: Applicability</b>		
1.1 Advise State Representative of Labor Compliance Officer contact information	Immediate - upon award of contract.	
1.2 Establish file and insert Start Construction Checklist. Begin set up of project and establish wage rate sheet. Prepare documents for bid package and review package before publication.	Once project is ready to move forward	
1.3 Secure Wage Rate Determination (SF-308) from CDBG representative – update prior to bid release	Once project has been approved and design in at 95% completion.	24
<b>Step 2: Bid Process</b>		
2.1 Obtain documentation of Advertise for Bids		
2.2 Calendar date of pre-bid conference, prepare handouts related to MBE/WBE and Section 3 and attend	At bid issuance	
2.3 Discuss wage classifications and if additional classification requests will be required	At pre-bid conference	
2.4 Obtain 10 day update prior to bid opening - receive and review if update has occurred.	Based on bid opening date	
2.5 Open & Award Bids (after 15 day waiting period)		
2.6 Notify representative of Bid Award	Approval of Board	32
<b>Step 3: Verification of Contractors and Subcontractors</b>		
3.1 Run EPLS and California license verification on all sub and general	At award - prior to contract execution	
3.2 Review insurance coverage	At award - prior to contract execution	8
<b>Step 4: Notice of Award/Pre-Construction</b>		
4.1 Obtain contract copy for file/including sub contracts – collect all required Section 3 data for reporting	Advise at Pre-Bid and obtain once contract is executed	
4.2 Issue Notice of Award to required agency(ies)	Approval of Board	
4.3 Calendar Pre-Construction Conference and advise required state representatives	After Approval of Board	

4.4	Prepare agenda and Labor Compliance Book for General and all Subs - Schedule training	7 days prior to Pre-construction meeting	
4.5	Attend Pre-Construction meeting	As scheduled	
4.6	Finalize forms/documents and final wage rates	Prior to notice to proceed being issued.	60
<b>Step 5: Construction</b>			
5.1	Obtain Notice to Proceed - Begin Payroll # 1	As scheduled	
5.2	Notify State Representative of Start of Construction	As scheduled	5
<b>Step 6: Begin Labor Compliance Monitoring</b>			
6.1	Review Contractor Work Schedule and discuss with project manager - Develop interview schedule	At construction start date	
6.2	Conduct employee interviews	Varies on construction	
6.3	Collect and Review/Approve Weekly Payrolls	Weekly	
6.6	Compare Payroll Forms to Interviews/project reports	As needed	
6.7	Submit/Reject payrolls and review reports for corrections	As needed	
6.8	Follow-up on payments to workers	As needed	
6.9	Report violations to City	As needed	
6.10	Report any violations to HCD*	As needed	48
<b>Step 7: Monthly Labor Compliance Certification</b>			
7.1	Provide required reports to State Representative (as required)	Semi-Annual reports	
7.2	Complete Final Wage Compliance Report/Certifications	Project close-out	4
<b>Step 8: Close-out</b>			
8.1	Finalize project reports, files, audit and package for filing		10
<b>Bost Avenue Housing Rehabilitation Project</b>			
	Total hours 191 x \$80 per hour		\$15,280

**Total Cost Proposal for Labor Compliance Services - \$42,720**

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**ADAMS ASHBY GROUP, INC.**  
**(continued)**

Payment schedules shall set forth specific milestones which relate to the schedule of services to be provided, as set forth in Exhibit "A" above, and as described in the Cost Proposal made part of this Exhibit "B". In no event shall the total compensation paid to Contractor in accordance with the terms of this Agreement exceed the Maximum Contract Price set forth on page 1, § 2. Contractor shall submit invoices once a month in arrears for services provided. Contractor shall itemize on the invoice the dates, duration and services provided. The invoices shall be submitted no later than the 15<sup>th</sup> of each month.

Invoices shall be submitted to:

Nevada County Health and Human Services Agency  
Attn: Fiscal Staff  
950 Maidu Ave.  
Nevada City, CA 95959

County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of either removing the questioned cost or delaying the entire claim pending resolution of the cost(s).

Contractor shall be reimbursed within thirty (30) days of County's receipt of complete, correct, approved invoice.

Contractor understands that the project is being funded by a Community Development Block Grant (CDBG) and agrees that all work will be performed in accordance with CDBG requirements in order to receive and retain payment for services.

**EXHIBIT "C"**  
**SCHEDULE OF CHANGES**  
**ADAMS ASHBY GROUP, INC.**

The parties agree to the following additions to the contract:

**28. CDBG GENERAL TERMS AND CONDITIONS**

**1. Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors**

The proposer certifies, by signing and submitting this proposal, that it is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

Nevada County shall not enter into any agreement, written or oral, with any contractor without the prior determination that the contractor is eligible to receive CDBG Funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

**2. Compliance with State and Federal Laws and Regulations**

A. The contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to Nevada County.

B. The contractor agrees to comply with all Federal laws and regulations applicable to the CDBG Program and to the grant activity(ies).

**3. Anti-Lobbying Certification**

The proposer certifies, by signing and submitting this proposal, to the best of his or her knowledge or belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will 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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

#### **4. Conflict of Interest of Certain Federal Officials**

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

#### **5. Equal Opportunity**

A. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:

During the performance of this agreement, the Grantee (Nevada County) and its contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any grant activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

B. Rehabilitation Act of 1973 and the "504 Coordinator":

The Grantee (Nevada County) and its contractor further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR, Part 8, including, but not limited to, for Grantees with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

C. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance:

1. The grant activity(ies) to be performed under this Agreement are subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).

2. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The Grantee (Nevada County) and its contractor will include these Section 3 clauses in every contract and subcontract for Work in connection with the grant activity(ies) and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a



preliminary statement of ability to comply with the requirements of these regulations.

4. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided to the grant activity(ies), binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors and its successors, to such sanctions as are specified by 24 CFR, Part 135 and those sanctions specified by this Agreement.

D. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more:

The Grantee (Nevada County) and its contractor hereby agree to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

#### **6. Federal Labor Standards Provisions**

A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.

C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Grantee (Nevada County) and its contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

**7. Procurement**

The Grantee (Nevada County) and its contractor shall comply with the procurement provisions in 24 CFR, Part 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

**8. Uniform Administrative Requirements**

The Grantee (Nevada County) and its contractor shall comply with applicable Uniform Administrative Requirements as described in 24 CFR, Section 570.502, including cited Sections of 24 CFR, Part 85.

**9. Section 3**

The Grantee (Nevada County) and its contractor will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing Regulations at 24 CFR, Part 135.

**10. Energy Efficiency**

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

APPROVED AS TO FORM:

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Nevada County  
County Counsel