Subject: Professional Services Agreement with M.T. Hall & Assoc., Inc. for Inspection Services on the Septage Facility

Department: Public Works  
Meeting Date Requested: August 8, 2017

Contact: D. Schmidt/T. Fossum  
Phone: 530.538.7681

Regular Agenda ☐  
Consent Agenda ☒

Department Summary: (Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background information as necessary).

On June 27, 2017, this Board awarded the contract for the construction of the Septage Receiving and Storage Facility at the Neal Road Recycling and Waste Facility. Because of the special nature of this construction, which is primarily building type construction as apposed to general engineering, road, type construction, staff determined it would be prudent to have the construction management and inspection done by either and individual or firm that has expertise in this type of construction. Because General Services has utilized these type of services for their projects, staff secured the list of firms and individuals General Services utilized in the past and solicited proposal from that list. Staff had interest from two of the six firms, but when they reviewed the plans and contract terms they declined to submit a proposal. Staff then approached M.T. Hall and Associates, Inc. to see if they had the qualifications and interest in the work. M.T. Hall is already under contract with the Department of Public Works for material Testing services on other capital projects. M.T. Hall was interested and has provided a Proposal. MT Hall and Associates does have the proper qualifications and can perform the necessary inspection and testing work to insure the project is built in conformance with all applicable building codes and the approved plans and specifications.

The term of the agreement is 6 months for a not-to-exceed amount of $143,600.

Fiscal Impact:
The not to exceed cost of the professional services contract is $143,600. The expense is included in the Neal Road Waste Facility fiscal year 2017-18 budget for the Septage Receiving Facility Project. There is no impact to the County General Fund.

Personnel Impact:
Does not apply.

Action Requested:
Approve agreement and authorize the Chair to sign.

Administrative Office Review: Casey Hatcher, Economic and Community Development Manager
PROFESSIONAL SERVICE CONTRACT

Inspection and Project Management Services for Septage Receiving Facility Construction

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

<table>
<thead>
<tr>
<th>VARIABLE INFORMATION TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term of This Contract (Complete Dates in Just One of the Following Three Rows)</td>
</tr>
<tr>
<td>Term Begins</td>
</tr>
<tr>
<td>On Following Date</td>
</tr>
<tr>
<td>County Department</td>
</tr>
<tr>
<td>NET 30</td>
</tr>
<tr>
<td>Price</td>
</tr>
<tr>
<td>Not-to-Exceed Price</td>
</tr>
</tbody>
</table>

CONTRACTOR Contact Information

| CONTRACTOR | M.T. Hall & Associates, Inc. |
| Address | 609 Entler Avenue, Suite 4 |
| City, State & ZIP | Chico, CA 95928 |
| Telephone | 530-893-2181 |
| Facsimile | 530-893-4647 |

COUNTY Contact Information

| Project Manager | Bill Mannel |
| Address | 7 County Center Drive |
| City, State & ZIP | Oroville, CA 95965 |
| Telephone | 530-879-2350 |
| Facsimile | 530-538-7171 |

WHEREAS, COUNTY, through the COUNTY Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions (including Exhibit “A”)
Attachment II – Insurance Requirements for Professional Services Contract
Attachment VI – Professional Credentials
Attachment III – Scope of Work, Exhibit B - Rate Sheet

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Signed: Shawn H. O'Brien
Typed or Printed Name: Signature: Date: 

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

By: Bill Connelly, Chair
Date: Board of Supervisors

CONTRACTOR

By: Tom Hall
Date: 7-25-17
MT Hall and Associates, Inc.

REVIEWED FOR CONTRACT POLICY COMPLIANCE
Public Works Contracts Division

By: 

Professional Services Contract - GT$25K Rev. 03/30/17 Butte County Public Works
Page 1 of 16
1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.

3. **County Project Manager.** The COUNTY Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of COUNTY nor is the CONTRACTOR a partner or in any way directly affiliated with the COUNTY. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Ownership.** CONTRACTOR by execution of this contract acknowledges that this is a *Work for Hire* agreement and hereby grants ownership of all work performed by the CONTRACTOR under this agreement to the COUNTY. The COUNTY shall retain the exclusive right of ownership to the work, products, inventions and confidential information produced in performance of this contract for the COUNTY by the CONTRACTOR.

6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
   
   a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.

   b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.

   c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.

   d. CONTRACTOR agrees and understands that if confidential information concerning any
individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a “PDA”) may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the COUNTY or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to COUNTY for any loss of or damage to COUNTY property arising out of or in connection with CONTRACTOR’s negligence or willful misconduct.

9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the COUNTY’s funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.

10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to COUNTY, State or Federal Governments’ personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.

11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR’s agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures.
No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.

14. **Contractor’s Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR’s work by COUNTY shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the COUNTY.

15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

16. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:

   a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.

   b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.

   c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act


   e. Domestic Partners – Public Contract Code 10295.3.

   f. ADA 1990 42 USC 12101 et seq.

18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.

19. **Contractor Performance and the Breach Thereof.** The COUNTY may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the COUNTY shall notify
the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the COUNTY.

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of COUNTY and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. COUNTY will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR’S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

   a. This contract is entered into by COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY except as described on Exhibit “A” hereto attached. Exhibit “A” is hereby made part of this contract by it reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).

   b. CONTRACTOR understands and will adhere to the COUNTY’s policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

      Director of Human Resources
      3 County Center Drive
      Oroville, CA 95966

   c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the County of Butte in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the COUNTY for the advice of County Counsel on the matter prior to executing this contract.

23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the County of Butte and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.

24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.

25. **No Implied Waiver.** In the event that The COUNTY at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that COUNTY waives its future rights to require the CONTRACTOR to fulfill those obligations.

26. **Entirety of Agreement.** This contract inclusive of all Attachments herein in stipulated and made part of the contract constitutes the entire agreement between these parties.
EXHIBIT “A”
Acknowledgement of OTHER COUNTY Contracts

List any and all contracts that you have with COUNTY agencies. If none, you must stipulate “none.” This cannot be left blank or omitted from the contract.

X90187 On-Call Materials Testing Expires 07/31/2019
ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Coverage shall be at least as broad as:

1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

3) **Workers’ Compensation Insurance:** As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

4) **Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor’s profession, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. **OTHER INSURANCE PROVISIONS** - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractors insurance and shall not contribute with it.

3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. **WAIVER OF SUBROGATION:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the
payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to the County for review.
ATTACHMENT VI
PROFESSIONAL CREDENTIALS

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.
Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

Project Name: Neal Road Recycling and Waste Facility Septage Receiving and Transfer Facility

Project Location: 1023 Neal Road, Paradise, Ca. 95969

The Project: Neal Road Recycling and Waste Facility Septage Receiving and Transfer Facility. This Project consists of construction of a concrete slab and receiving pit, construction of a steel frame shade structure, installation of four 15,000 gallon polyethylene storage tanks and a 5,000 gallon polyethylene tank, installation of associated pumping and piping equipment, installation of electrical service and facility control systems and lighting.

Duties and obligations of the CONTRACTOR:

Resident Inspector services for the construction of the new Neal Road Recycling and Waste Facility Septage Receiving and Transfer Facility (The Project). This Project shall be constructed on property owned by Butte County at the Neal Road Recycling and Waste Facility located at 1023 Neal Road near the intersection of Neal Road and State Highway 99 in the Town of Paradise.

The Representatives and/or Agents of the Parties to this contract shall be:

County: County Project Manager: Scott Hightower or Bill Mannel
Engineer of Record: Carollo Engineers, Inc.
General Contractor: Meyers and Sons Construction, Inc.
Special Inspector: Holdrege & Kull, Inc.

SCOPE OF SERVICES

Contractor shall provide the following tasks to County in connection with the Project:

TASK 1-Full Time Inspection

1. By execution of this contract, Contractor acknowledges receipt of approved construction documents.
2. Inspection of all portions of the construction for compliance with the requirements of approved construction documents.
3. Knowledge of all installations and thorough understanding of all requirements of the approved construction documents.
4. Identification, documentation, and reporting of deviations in the construction from the approved construction documents.
5. Perform quality assurance.
6. Report unforeseen time demands that are impacting, or will impact, the ability to perform code-prescribed duties.
7. Verify all shop drawings, samples, and other submittals meet the approved contract document requirements and are approved by the appropriate design professional before incorporation into the work.
8. Review, track and update job file including but not limited to:
   a. Approved construction documents and directives
i. Marking properly completed work on a set of approved construction documents.
b. Daily Inspection Reports
c. Submittals
d. Meeting notes
e. Request for Information (RFI)
f. Clarifications
g. Request for Proposals (RFP)
h. Construction Change Directives (CCD)
i. Change Order Price Request (COPR)
j. Change Order (CO)
k. Current log of all inspection certifications, charts, testing and observation reports
l. Test and special inspection reports
   i. Provide a systematic record of the inspection of all work required by the construction documents.
m. Noncomplying work.
n. Weather.
o. Schedule impacts.
p. All photos taken for progress identification and problem documentation.
q. Deviation reports and deviation logs
r. Monthly reports.
s. Communications.
t. Any other documents or directives received from responsible design professional(s) and consultants.

9. Participation in weekly meetings
10. Coordinate required Building Permit inspections by the Butte County Development Services Department, Building Inspection Division.
11. Attend progress meetings
12. Review invoices and daily reports received from the County’s testing consultants and General Contractor.
13. Catalog and update all materials delivered on site, including materials stored off site for progress payments, non-compliant materials identified and removed from the Project site.
14. Verify and track for time and material observations for force labor accounts and all field changes prior to making the modifications, upon request by the Engineer of Record and County.
15. Study and fully comprehend the requirements of the construction documents in order to provide competent inspection of the work.
   a. Consult the Engineer of Record and County to resolve any uncertainties in Contractor’s comprehension of the plans and specifications prior to construction of the portion of the work.
   b. Review requirements for each phase of the construction with the General Contractor prior to commencing that phase of the work.
   c. Readily identify non-compliant work as the construction progresses, to facilitate prompt corrective action.
   d. Verify code-compliant implementation of the materials testing and special inspection program.
16. Complete and timely inspections of every part of the work as it progresses. Provide prompt verbal notification to General Contractor and County of any deviation.
17. Provide a detailed Cost Estimate and quantity calculations reflecting potential Change Order request(s) to the County.
18. Provide guidance to the County on all potential Change Order request(s).
19. Review and confirm back up on potential Change Order request(s) to the County.
20. Contractor is prohibited from performing functions associated with actual construction
work such as:
   a. Performing construction work,
   b. Ordering or purchasing materials,
   c. Directing the work of the General Contractor, General Contractor’s subcontractor(s),
      volunteer labor or any entity performing construction work,
   d. Coordinating or scheduling the construction work.
21. Correspond directly to County on a daily basis as needed.
22. Organize, conduct and participate in construction, quality control and special topic
    meetings with the project Engineer of Record, project Special Inspector, project General
    Contractor and subcontractors, County and County consultants, Utility representatives,
    and other parties involved in the project.
23. Produce recommendations and conclusions for meetings and communications as
    appropriate to maintain coordination and records.
24. Review and help Engineer of Record respond to field questions and Request for
    Information.
25. From the onset of construction activities, maintain and submit a daily inspection report
    recording key information to County:
       a. Activities underway and completed
       b. Weather conditions
       c. Manpower tracking of project General Contractor and subcontractors and consultants
       d. Visitors and length of time on site
       e. Inspections and tests performed and results
       f. State the time of arrival, time of departure, a summary of work in progress and noted
          deficiencies in the construction or deviations from the approved construction
          documents.
       g. Document the date, time and method of correction for any noted deficiencies or
          deviations.
       h. Notify County when non-compliant work is in process on installation, as needed to
          assure proper compliance with the plans and specifications
       i. List all design professional(s) and consultant(s) site visits and special visitors on site
          along with time spent on site.
       j. Provide a systematic record of all major materials and assemblies delivered to the
          project site.
       k. Photos
       l. Notes
26. On a weekly basis, produce and distribute to the County a report summarizing the state
    of the project and addressing the following elements:
       a. Project schedule status
       b. Submittal schedule and status report, including a summary of remaining and
          outstanding submittals.
       c. Request for Information, Change Order, and Construction Change Directive status
          reports.
       d. Tests and inspection reports
       e. Status report of nonconforming and rejected work.
       f. Daily logs
       g. Prepare and distribute summary minutes of all significant meetings to the County.
27. On a monthly basis, produce and distribute to the County a report summarizing the state
    of the project and addressing the following elements:
       a. Work completed for the period.
       b. Review project General Contractor’s Application(s) for progress payment and provide
          the County with input on approval or changes.
          i. Certify the amounts representing completed work, retainage, and net due to
             project General Contractor.
28. Conduct final inspection(s):
   a. Prepare and submit final inspection report(s) to the County and project Architect of Record.
   b. Conduct or observe and attest testing, measurements, and start-up protocols as set forth in by equipment manufacturers, construction documents, and best practices.
   c. Prepare and submit a punch list to include details, locations, and pictures.
   d. Follow up on punch list until all items are completed to County and all other appropriate parties’ satisfaction.
   e. Confirm all close out documents and maintenance manuals have been submitted to the County.
   f. Review and comment the final record drawings and specifications and confirm that the intent of the recommendations has been implemented from.

**TASK 2-Special Inspection Services**

Services including, but not limited to the following inspections:

- Bolting
- Welding
- Reinforcing steel inspection
- Field density
- Concrete testing

**MATERIALS TESTING QUALIFICATION:**

**LABRATORIES:**
- The contractor shall be able to obtain certification/accreditation and maintain accreditation/certification for the duration of the contract for the laboratory where testing will be performed.
- Should the Contractor not obtain and maintain the required certification/accreditation the contract will be terminated.
- Laboratories shall be accredited from each organization for the various tests performed. (CalTrans Test Methods, ASTM Test Methods or AASHTO Test Methods)
- Laboratory accreditations/certifications will be submitted to the Department as requested.
- Contractor’s current Quality Assurance Plan (QAP) shall be submitted to the Department as Requested.

**MATERIALS TESTERS:**
- Contractor shall be proficient for each test method that they perform.
- Contractor shall maintain proficient testers for the duration or the contract. Failure to provide proficient testers shall be grounds for contract termination.
- Employees Certificates of Proficiency shall be submitted to the County as requested for various test methods performed.

All tests and procedures shall conform to the newest version of the test method.

Pursuant to the California Labor Code Section 1720 and Section 1770 the Contractor shall pay not less than the prevailing wage rate as determined by the Director of the California Department of Industrial Relations.

As of March 1, 2015, Contractor must register with the State of California Department of Industrial Relations under New Public Works Contractor Registration Law [SB 854]. In order to
perform work on any Public Project after April 1, 2015, Contractor must register online and report prevailing wages at: [http://www.dir.ca.gov/Public-Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html)

**Contractor Compensation:**

Contractor shall be compensated on a time and materials basis according to Exhibit B- Rate Sheet attached to this document and Cost Breakdown below for each task, for a total not to exceed contract price of $143,360.00

**COST BREAKDOWN**

**Task 1 – Full Time Inspection** – Monitor daily construction activities, make sure work is completed per project plans and specifications. (Estimated 5 days for project review by RE and Inspector and 106 working days.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Service Engineer</td>
<td>200 hours</td>
<td>120/hr.</td>
<td>$24,000</td>
</tr>
<tr>
<td>Field Technician/Inspector PW</td>
<td>888 hours</td>
<td>$110/hr.</td>
<td>$97,680</td>
</tr>
<tr>
<td>Administrator – Clerical (Data Entry)</td>
<td>106 hours</td>
<td>$50/hr.</td>
<td>$5,300</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
<td></td>
<td><strong>$126,980</strong></td>
</tr>
</tbody>
</table>

**Task 2 – Special Inspection** – Bolting, welding, reinforcing steel inspection, field density and concrete testing includes associated laboratory testing.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Technician/ICC Inspector PW</td>
<td>108 hours</td>
<td>$110/hr.</td>
<td>$11,880</td>
</tr>
<tr>
<td>Laboratory Testing</td>
<td>Cost Per Rate Sheet</td>
<td>$4,500</td>
<td>$4,500</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
<td></td>
<td><strong>$16,380</strong></td>
</tr>
</tbody>
</table>

The Contractor shall submit an itemized invoice to the County’s Project Manager for review, processing and payment. Certified payrolls shall be submitted to the County with each invoice for payment. Receipts shall be submitted with each invoice for all outside charges. Upon receipt, verification and approval of Contractor invoice(s) against contract by County Project Manager, Contractor’s invoices will be submitted to County Auditor for payment.

Laboratory testing shall be billed at the per test rate. The laboratory rate shall include all necessary labor, materials, tools, overhead, and incidentals required to complete the requested tests.

Field testing shall be billed at the Field Technician hourly rate plus mileage to and from the job site. Field testing shall include all necessary labor, materials, tools, overhead, equipment costs of fuel, oil, maintenance and incidentals required to complete requested tests.

**Duties and obligations of the COUNTY:**
- Make any relevant notification promptly
- Provide data promptly
- Provide schedules or set up meetings or respond to presentation of information promptly
- Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- County does not pay interest or penalties.
<table>
<thead>
<tr>
<th>Administration</th>
<th>Hr Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Services Engineer</td>
<td>$120.00</td>
</tr>
<tr>
<td>Administrator – Clerical Staff</td>
<td>$50.00</td>
</tr>
<tr>
<td>Mileage Rate</td>
<td>$0.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Hr Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Technician (Prevailing Wage)</td>
<td>$110.00</td>
</tr>
<tr>
<td>Field Technician (Non Prevailing Wage)</td>
<td>$65.00</td>
</tr>
<tr>
<td>Mileage Rate</td>
<td>$0.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Soil/Aggregate</th>
<th>Standard</th>
<th>Each Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compaction Method A, B, or C (6-inch mold)</td>
<td>ASTM D1557</td>
<td>$200.00</td>
</tr>
<tr>
<td>Specific Gravity &amp; Absorption – Coarse Aggregates</td>
<td>ASTM C127</td>
<td>$80.00</td>
</tr>
<tr>
<td>Specific Gravity &amp; Absorption – Fine Aggregates</td>
<td>ASTM C128</td>
<td>$80.00</td>
</tr>
<tr>
<td>Specific Gravity of Soil</td>
<td>ASTM D854</td>
<td>$85.00</td>
</tr>
<tr>
<td>Organic Impurities</td>
<td>ASTM D2974</td>
<td>$60.00</td>
</tr>
<tr>
<td>Sodium Sulfate Soundness (per size)</td>
<td>ASTM C88</td>
<td>$110.00</td>
</tr>
<tr>
<td>Density (Unit Weight) of Soil</td>
<td>ASTM D7263</td>
<td>$40.00</td>
</tr>
<tr>
<td>Atterberg Limits</td>
<td>ASTM D4318</td>
<td>$160.00</td>
</tr>
<tr>
<td>Expansion Index</td>
<td>ASTM D4829</td>
<td>$150.00</td>
</tr>
<tr>
<td>Direct Shear (3 point)</td>
<td>ASTM D3080</td>
<td>$275.00</td>
</tr>
<tr>
<td>Consolidation (8 loads + 1 rebound)</td>
<td>ASTM D2435</td>
<td>$350.00</td>
</tr>
<tr>
<td>Clay Lumps / Friable Parts</td>
<td>ASTM C142</td>
<td>$100.00</td>
</tr>
<tr>
<td>Hydrometer Analysis</td>
<td>ASTM D422</td>
<td>$130.00</td>
</tr>
<tr>
<td>In Place Density and Moisture by Drive Cylinder</td>
<td>ASTM D2937</td>
<td>$25.00</td>
</tr>
<tr>
<td>Unconfined Compressive Strength of Cohesive Soils</td>
<td>ASTM D2166</td>
<td>$60.00</td>
</tr>
<tr>
<td>Unconfined Compressive Strength of Treated Soils</td>
<td>ASTM D5102</td>
<td>$60.00</td>
</tr>
<tr>
<td>Sieve Analysis with -200 wash</td>
<td>ASTM C136</td>
<td>$130.00</td>
</tr>
<tr>
<td>Sieve Analysis -200 wash</td>
<td>ASTM D1140</td>
<td>$80.00</td>
</tr>
<tr>
<td>Triaxial Compressive Strength (3 point)</td>
<td>ASTM D4767</td>
<td>$340.00</td>
</tr>
<tr>
<td>California Bearing Ratio (CBR)</td>
<td>ASTM D1883</td>
<td>$525.00</td>
</tr>
<tr>
<td>Soil Corrosion Evaluation (pH, Resistivity, Sulfate, Chloride)</td>
<td>ASTM C88</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Concrete Testing</th>
<th>Standard</th>
<th>Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compressive Strength Concrete Cylinders</td>
<td>ASTM C39</td>
<td>$30.00</td>
</tr>
<tr>
<td>Compressive Strength Concrete Cores</td>
<td>ASTM C42</td>
<td>$30.00</td>
</tr>
<tr>
<td>Flexural Strength of Concrete</td>
<td>ASTM C78</td>
<td>$95.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Masonry Testing</th>
<th>Standard</th>
<th>Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compressive Strength Grout</td>
<td>ASTM C140</td>
<td>$25.00</td>
</tr>
<tr>
<td>Compressive Strength Mortar</td>
<td>ASTM C78</td>
<td>$25.00</td>
</tr>
<tr>
<td>Compressive Strength Masonry Prisms</td>
<td>ASTM C1314</td>
<td>$100.00</td>
</tr>
<tr>
<td>CMU Strength, Unit Weight, Absorption</td>
<td>ASTM C140</td>
<td>$180.00</td>
</tr>
<tr>
<td>Steel Testing</td>
<td>Standard</td>
<td>Per Unit</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>------------</td>
<td>----------</td>
</tr>
<tr>
<td>Reinforcing Steel Tensile Test, Up to #7</td>
<td>ASTM A615</td>
<td>$80.00</td>
</tr>
<tr>
<td>Reinforcing Steel Tensile Test, #8 to #14</td>
<td>ASTM A615</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>California Test Methods (CTM) Soils/Agg.</th>
<th>Standard</th>
<th>Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analysis of Fine and Coarse Aggregates</td>
<td>CTM 202</td>
<td>$130.00</td>
</tr>
<tr>
<td>Percentage of Crushed Particles</td>
<td>CTM 205</td>
<td>$80.00</td>
</tr>
<tr>
<td>Specific Gravity/Absorption Coarse Aggregates</td>
<td>CTM 206</td>
<td>$80.00</td>
</tr>
<tr>
<td>Specific Gravity/Absorption Fine Aggregates</td>
<td>CTM 207</td>
<td>$80.00</td>
</tr>
<tr>
<td>Unit Weight of Aggregate</td>
<td>CTM 212</td>
<td>$40.00</td>
</tr>
<tr>
<td>Relative Compaction of Soils and Aggregates</td>
<td>CTM 216</td>
<td>$120.00</td>
</tr>
<tr>
<td>Sand Equivalent</td>
<td>CTM 217</td>
<td>$110.00</td>
</tr>
<tr>
<td>Soil and Aggregate Moisture</td>
<td>CTM 226</td>
<td>$25.00</td>
</tr>
<tr>
<td>Cleanness Value</td>
<td>CTM 227</td>
<td>$100.00</td>
</tr>
<tr>
<td>Durability Index</td>
<td>CTM 229</td>
<td>$165.00</td>
</tr>
<tr>
<td>Uncompacted Void Content of Fine Aggregates</td>
<td>CTM 234</td>
<td>$80.00</td>
</tr>
<tr>
<td>Flat and Elongated Particle Measurement</td>
<td>CTM 235</td>
<td>$80.00</td>
</tr>
<tr>
<td>R-Value</td>
<td>CTM 301</td>
<td>$175.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>California Test Methods (CTM) HMA</th>
<th>Standard</th>
<th>Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Specific Gravity of Field-Compacted Core, Method A</td>
<td>CTM 308</td>
<td>$40.00</td>
</tr>
<tr>
<td>Bulk Specific Gravity of Lab-Compacted Cores, (set of 3)</td>
<td>CTM 308</td>
<td>$150.00</td>
</tr>
<tr>
<td>Max Theoretical Density</td>
<td>CTM 309</td>
<td>$120.00</td>
</tr>
<tr>
<td>Stabilometer Value</td>
<td>CTM 366</td>
<td>$270.00</td>
</tr>
<tr>
<td>HMA Moisture</td>
<td>CTM 370</td>
<td>$25.00</td>
</tr>
<tr>
<td>Asphalt Content by Ignition Oven</td>
<td>CTM 382</td>
<td>$170.00</td>
</tr>
<tr>
<td>Voids Filled in Mineral Aggregate</td>
<td>LP-2</td>
<td>$25.00</td>
</tr>
<tr>
<td>Voids Filled in Asphalt</td>
<td>LP-3</td>
<td>$25.00</td>
</tr>
<tr>
<td>Dust Proportion</td>
<td>LP-4</td>
<td>$25.00</td>
</tr>
<tr>
<td>Rap Correction Factor</td>
<td></td>
<td>$400.00</td>
</tr>
<tr>
<td>Binder Content Correction Factor</td>
<td></td>
<td>$300.00</td>
</tr>
</tbody>
</table>

Fee schedule applies to services provide for term of contract