

Lake Don Pedro Community Services District

Regular Meeting of September 18, 2017

AGENDA SUPPORTING DATA

5. DISCUSSION AND ACTION ITEMS

- e. Adoption of a Resolution approving agreement with Contractors Compliance Monitoring for labor compliance work required under the existing DWR Integrated Regional Water Management Grant

Recommended Action

Staff recommends the following motion:

I move to adopt the Resolution approving agreement with Contractors Compliance Monitoring for labor compliance work required under the existing DWR Integrated Regional Water Management Grant

Background

The Department of Water Resources, IRWMP grant is funded under Proposition 84, which requires that the District adopt, implement and report on a rigorous labor Compliance Program. District management is not experienced in contractor payroll management and other related legal issues, and compliance with the conditions is a requirement of the funding agreement.

We contracted with Contractors Compliance Monitoring, Inc (CCMI) for labor compliance with the groundwater well projects. Staff recommends a contract with CCMI for the IRWMP grant as well. The CCMI scope of work is attached, and they will bill at an hourly rate not to exceed \$5000, which will be reflected in the agreement with them, if approved. The cost of the labor compliance can also be reimbursed under the DRW grant.

Contract for Services

This agreement is made between Contractor Compliance and Monitoring Inc (hereinafter CCMI) and Lake Don Pedro CSD (AGENCY) for CCMI to provide Labor Compliance consulting services for the District as set forth below.

Scope of Work:

CCMI's LCP Package of Services- includes the following services:

1. General Prevailing Wage and Proposition 84 compliance for the IRWMP Grant- Completion of Water Service Line Replacement Project.

Fee Schedule:

CCMI will bill on a per hour basis as set forth below:

Technician	\$85 an hour
Analysts	\$95 an hour
Manager	\$125 an hour
Principal	\$400 an hour

We estimate approximately 10 hours of work with a NTE price of \$1500.

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

Communications/ Implementation:

AGENCY contact person shall be: Peter Kampa
CCMI's main contact person will be: Deborah Wilder

Any communication with employees working on any construction site will be professional, done as expeditiously as possible, done in a manner so as not to disrupt work in progress (as much as possible) and done in a safe manner.

Insurance:

CCMI maintains \$2,000,000.00 in general liability coverage and \$1,000,000.00 in professional liability coverage. CCMI shall provide insurance certificates to the AGENCY naming AGENCY as additional insured.

Assignment:

CCMI will not assign this agreement or any interest herein to a third party without the AGENCY's express written consent.

Compliance:

CCMI agrees to comply with all applicable State and Federal and local laws, rules, regulations, ordinances, policies and procedures in the conduct of the project specified herein. CCMI is a California corporation in good standing and is an independent contractor and not an officer, agent or employee of the AGENCY.

Indemnification:

CCMI shall indemnify and hold the AGENCY harmless from and defend the AGENCY, its consultants and its employees against all claims, demands, action, or liability for injury or damage to persons or property arising from the services to be performed by CCMI under this contract.

Termination:

This contract may be terminated by either party upon 60 days written notice. Once the contract is terminated, CCMI will be under no obligation to provide any further or additional services.

Dispute Resolution:

Should a dispute arise under the terms of this agreement, the parties agree to take this matter to mediation before a locally retired judge in the County in which the AGENCY is located. In the event that the dispute is not resolved through mediation, the retired judge shall then issue an arbitration ruling, which shall become final and binding upon the parties and enforceable in a court of law. Each side will pay 1/2 of the mediator/arbitrator's fee.

Dated:

Lake Don Pedro CSD

NAME and TITLE

For Contractor Compliance and Monitoring, Inc.



Deborah E.G. Wilder, President

Scope of Work

Listed below are the services which CCMI will be providing on this project:

1. Provide LCP compliance under the requirements of the California Labor Code.
2. Submit appropriate Application and forms to DIR for approval of LCP compliance on Proposition 84 projects.
3. Review specifications and bid and contract documents (as requested) for compliance with prevailing wage language.
4. Assist Agency with filing PWC-100.
5. Conduct a Preconstruction Conference meeting and provide training and information on LCP requirements including providing handout materials for all contractors and subcontractors.
6. Provide a phone line and e-mail contact where contractors and subcontractors can contact CCMI for clarification on prevailing wage, certified payrolls, apprenticeship and compliance issues.
7. License check and confirmation with California Contractor's State License Board of current and active license status, as well as worker's compensation coverage of all contractors and all listed subcontractors. Verification that contractor is a "registered public works contractor"
8. Review and comparison of work classification with California prevailing wage classification to ensure the contractor is paying the correct prevailing wage rate.
9. Monitoring of all Apprenticeship Requirements. Collection and review of all DAS-140 and DAS-142 forms. Review of applicable apprenticeship ratios employed, correct wages paid, training contributions (CAC2 forms).
10. Monthly audit of certified payrolls forms. This includes obtaining the applicable prevailing wage determinations for each project. Certified Payrolls are generally delivered by the Contractor to CCMI for review and audit. Auditing the payrolls includes: checking proper trade classifications, checking for overtime, weekend, holiday or shift work, checking for ** increases, reviewing fringe benefit contribution and verifying that amortization is correct (when used) and review of training contributions made. When appropriate, travel and subsistence is also reviewed
11. Monthly request for verification of payment by requesting each contractor and subcontractor on the project provide proof of payment (cancelled check and wage statement or direct deposit and wage statement) for an employee selected (by CCMI) on a random basis from the certified payrolls.
12. Additional detailed audit and/or investigations of contractors through review of cancelled checks, time cards, and related records (as needed).

13. Monthly report to the CLIENT regarding compliance of contractors and subcontractors audited. To the extent that a contractor is either not in compliance and/or additional paperwork is needed for review, the CLIENT and the general contractor are contacted by CCMI.
14. Communication of potential violations to the CLIENT with recommended action. In the event that potential paperwork or compliance issues with a contractor cannot be resolved quickly, the CLIENT will be notified of this potential problem and a recommendation will be made to the CLIENT to retain a certain portion of the scheduled progress payment until the issue is resolved or other action will be discussed with the Agency always maintaining the authority whether to withhold funds or take other corrective action.
15. Communications with Contractors. CCMI will work with all contractors and subcontractors with the goal of amicable agreement on resolving issues related to violations, penalties and compliance. All meeting and calls with contractors will be documented in the project folder maintained by CCMI.
16. Third Party Requests for documents. A project with a high profile oftentimes draws the attention of certain local watchdog groups who frequently request copies of certified payrolls and related "Public Documents". CCMI will provide the appropriate redacted copies of certified payroll and related LCP documentation to any third party who makes an appropriate request.
17. Issuing of all final close of project reports, including imposition of penalties and reports to Labor Commissioner (Request for Forfeiture); issuing Notices to Withhold and other close out documentation.
18. Provide Annual Report to DIR for all LCP projects on behalf of CLIENT.

RESOLUTION 2017 - ____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
LAKE DON PEDRO COMMUNITY SERVICES DISTRICT APPROVING AN
AGREEMENT WITH CONTRACTOR COMPLIANCE MONITORING FOR
LABOR COMPLIANCE MONITORING FOR PROPOSITION 84 FUNDED
PROJECTS

WHEREAS, the Lake Don Pedro Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the has entered into contract with the state Department of Water Resources for funding for water service line replacements; and

WHEREAS, the DWR grant program is funded by Proposition 84, which requires the adoption and implementation of a labor compliance plan; and

WHEREAS, Contractor Compliance Monitoring in a professional firm in the business of monitoring labor compliance and has submitted a services proposal which meets the needs of the District and which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT that the proposal and agreement with Contractor Compliance Monitoring included herein as Exhibit A, shall be approved and effective immediately.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on September 18, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Danny Johnson, President, Board of Directors

ATTEST:

Syndie Marchesiello,
Secretary
CERTIFICATE
OF SECRETARY
(STATE OF
CALIFORNIA) (COUNTY
OF MARIPOSA)

I, Syndie Marchesiello, the duly appointed and Secretary of the Board of Directors of the Lake Don Pedro Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Lake Don Pedro Community Services District duly called and held at the District office at 9751 Merced Falls Road, La Grange, CA 95239, on September 18, 2017