

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into this 3rd day of September, 2015.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

TWINING, INC.,  
hereinafter referred to as "Consultant",

County has determined that it is a matter of public convenience and necessity to engage the specialized services of Consultant to provide as-needed materials testing, pavement mix design, and inspection services on various federal and non-federal funded projects throughout the Los Angeles County and other neighboring jurisdictions.

Consultant is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in **Attachment 1** dated January 5, 2015, which is attached hereto and incorporated into the Agreement by this reference. No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this Contract until a written Notice to Proceed is issued by the County.

### 3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Article 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant a maximum not to exceed fee of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) annually and according to the Consultant's Cost Proposal attached to this Agreement as **Attachment 3**. However, the combined expenditure for a given year may not exceed \$1,250,000 for all six contracts in this Program as referenced in the County Board of Supervisors letter, dated and adopted February 10, 2015 (attached). **The total maximum contract amount for any one firm will not exceed \$3,500,000 throughout the entire duration of the Contract for Federal funded projects.**

County shall compensate Consultant as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in **Attachment 1** dated January 5, 2015, up to a maximum of \$1,250,000 as described above. No payments shall be made prior to verification and approval by Director of any work. No payments shall be made prior to execution by County of this Contract. No work shall be performed by Consultant, and no payment obligation shall be incurred by County, prior to the execution of this Contract by County. Consultant shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's Cost Proposal (Attachment 3). Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. Subject to the maximum not to exceed fee of \$1,250,000 annually and as described above, Supplemental Consultant Services may be required at County' discretion, upon prior written authorization by Director, and will be based on Consultant's Cost Proposal attached to this Agreement as Attachment 3.
- c. If requested by the Consultant, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal option, if option year is exercised by County based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area

for the 12-month period preceding the contract renewal date, which shall be the effective date for any COLA. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to the Consultant.

- d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause County to consider terminating this Agreement, the County may attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the Agreement.
- e. All funds for payment of services rendered after June 30 of the current fiscal year are subject to County's legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each future fiscal year, and in the event that funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.
- f. Consultant will not be required to perform services which will exceed the Contract amount, scope of work, and Contract dates without amendment to this Agreement.

Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Project Manager.

Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditures beyond the Contract amount stipulated without amendment to this Agreement.

- g. Consultant will notify County when the Contract amount has been incurred up to 75% of the Contract total.
- h. As all projects will be located within the County of Los Angeles and neighboring counties, mileage and travel-related expenses will not be reimbursed unless pre-authorized by County Project Manager. If mileage is pre-authorized by County Project Manager, mileage will be reimbursed at the current IRS rate.
- i. Allowable Costs and Payments:

- a. Specific projects will be assigned to Consultant through issuance of Task Orders.
- b. After a project to be performed under this Contract is identified by County, County will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a County Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a cost estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both County and Consultant.

In the case when a project is federally funded, County will prepare a mini-RFP according to the Two-Step RFP method as specified in Caltrans Local Assistance Procedures Manual to be circulated to all six on-call Consultants. The mini-RFP will specify project scope of work, project deliverables, schedules, duration, evaluation criteria, and DBE goal. County will evaluate all six on-call Consultants' proposals and select the first ranked Consultant to negotiate Task Order cost.

Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.

- c. Consultant will be reimbursed for hours worked at the hourly rates specified in Consultant's Cost Proposal (Attachment 3). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract, with the exception of Paragraph 3(c) above.

- d. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the Cost Proposal and identified in the Cost Proposal and in the executed Task Order.
- e. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal, and shall be limited as specified in Paragraph 3(h), above.
- f. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Project Manager before exceeding such estimate.
- g. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- h. Consultant shall not commence performance of work or services until this Contract has been approved by County, and notification to proceed has been issued by County's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this Contract.
- i. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

- j. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Project Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Contract number, project title and Task Order number. Credits due County that include any equipment purchased under the provisions of Article 46, Equipment Purchase, of this Contract, must be reimbursed by Consultant prior to the

expiration or termination of this Contract. Invoices shall be mailed to County's Project Manager at the following address:

*COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS/GREG JOHNSON  
900 South Fremont Avenue, 4<sup>th</sup> Floor, Alhambra, CA 91802*

- k. The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by Contract amendment.

If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

- l. The total amount payable by County for all Task Orders resulting from this Contract shall not exceed \$1,250,000 annually. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Contract through Task Orders.
- m. All subcontracts in excess of \$25,000 shall contain the above provisions.
- n. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this Contract without prior written approval by County's Project Manager.
- o. Consultant shall be required to complete and submit the following forms:
- DAS140 Public Works Contract Award Information
  - Checklist of Labor Law Requirements to the Contract
  - Fringe Benefit Statements

#### 4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

#### 5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director, or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Performance Period, Term, and Termination

a. This Contract shall go into effect on September 3, 2015, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Project Manager. The Contract shall end on September 2, 2018, unless extended by Contract amendment.

b. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

c. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

d. At the sole discretion of the County, this Agreement may be extended for two additional one-year terms, not to exceed a total contract period of five years.

e. Notwithstanding the above-referenced expiration date, if the County has authorized the Consultant to perform services on a given project prior to the stated expiration date, but ultimately such services are not completed by such stated expiration date, the expiration date of the Agreement shall be automatically extended until such services are completed to the satisfaction of the County, and automatically extended for that purpose only. The provision in this paragraph 7e applies to non-federal funded projects only.

f. County reserves the right to terminate this Contract upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.

County may terminate this Contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this Contract with Consultant, County shall pay Consultant the sum due to Consultant under this Contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the Contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

The maximum amount for which the Government shall be liable if this Contract is terminated is 0 dollars.

In the event of any such termination by County, Consultant shall provide to County a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by County.

8. Ownership of County Materials

a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.

c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.



Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

d. Consultant shall affix the following notice to all County Materials: "© Copyright 2015 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.

e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will, however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.

f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

g. Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by County of the machine-readable information and data provided by Consultant under this Contract; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by County of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Consultant.

h. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts for Federal-aid contracts).

i. County may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and

to authorize others to use, the work for government purposes.

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

9. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachments 2 of this Agreement.

10. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles County Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and Federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or because of race, religion, ancestry, national origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by County.

Consultant specifically recognizes and agrees that if County finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend the Agreement. While County reserves the right to determine individually that the anti-discrimination provision of the Agreement has been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or Federal anti-discrimination laws shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of the Agreement.

At its option, and in lieu of canceling, terminating, or suspending the Contract, County may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. County and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Consultant Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant.

Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

12. County's Quality Assurance Plan and Evaluation of Consultant

County, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement. The evaluation together with the report shall be retained as part of the Contract period.

13. Assignment

This Agreement shall not be assigned without the prior written consent of County. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any subconsultant, which arises from this Agreement, or concerns, relates to, or is connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

15. Conflict of Interest

a. No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

b. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this Contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

c. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.

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

16. Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal or any other solicitation developed or prepared by or with the assistance of Consultant's services rendered pursuant to this Agreement, either as a prime consultant or subconsultant, or as a consultant to any other prime consultant or subconsultant. Any such involvement by Consultant shall result in the rejection by the County of the bid by the prime consultant in question.

17. Lobbying

Consultant and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Consultant, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Consultant or any County lobbyist or County lobbying firm retained by Consultant to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may immediately terminate or suspend this Contract.

18. Gratuities, Rebates, Kickbacks or Other Unlawful Consideration

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement

that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the Agreement or that Consultant's failure to provide such consideration may negatively affect County's consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the Agreement.

Consultant shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee, or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in Consultant's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

Consultant warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the Contract without liability; to pay only for the value of the work actually performed; or to deduct from the Contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

19. Employment of Laid-Off County Employees

Should Consultant, or any subconsultant performing more than \$250,000 of the Contract value, require additional or replacement personnel to perform services under this Agreement other than the performance of a skilled trade, Consultant shall give first consideration for such employment openings to qualified County employees who are targeted for layoff or qualified former County employees who are on a re-employment list.

20. Consultant's Warranty of Adherence to County's Child Support Compliance Program

Consultant acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or DISTRICT Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which County Board of Supervisors may terminate this Contract.

21. Consultant's Acknowledgment of County's Commitment to Child Support Enforcement

Consultant acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is County's policy to encourage all County consultants to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Consultant's place of business.

22. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

23. Consideration of Hiring GAIN/GROW Program Participants

Should Consultant require additional or replacement personnel after the effective date of this Contract, Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. County will refer GAIN/GROW participants by job category to Consultant. Consultant shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

24. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

25. Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

26. County Rights

County may employ, either during or after performance of this Agreement, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Agreement are in addition to any right or remedy provided by California law.

27. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act

for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Prevailing Wage Requirements

Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this Contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

29. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

30. Consultant Responsibility and Debarment

a. A responsible consultant is a consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this contract. It is the County's policy to conduct business only with responsible consultants.

b. Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the



Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

c. County may debar a consultant if the Board of Supervisors finds, in its discretion, that the consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

d. If there is evidence that the consultant may be subject to debarment, the Department will notify the consultant in writing of the evidence which is the basis for the proposed debarment and will advise the consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The consultant and/or the consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the consultant should be debarred, and, if so, the appropriate length of time of the debarment. The consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County's Board of Supervisors.

f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

g. If the a consultant has been debarred for a period longer than five years, that consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subconsultants of Consultant.

31. Debarment and Suspension Certification

a. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

c. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

32. Compliance with Jury Service Program

This Agreement is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections

2.203.010 through 2.203.090 of the Los Angeles County Code.

a. Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a consultant or contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, consultant means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. Employee means any California resident who is a full-time employee of Consultant. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the County under the Agreement, the subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to such agreement.

c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of Consultant or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrates to the County's satisfaction that Consultant either continues to remain outside the Jury Service Program's definition of Consultant and/or that Consultant continues to qualify for an exception to the Program.

d. Consultant's violation of this Section of the Agreement may constitute a material breach of contract. In the event of such material breach, County may, in its sole discretion, terminate the Consultant and/or bar Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. No Payment for Services Provided Following Expiration/Termination of Agreement

Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.

34. Notice to Employees Regarding the Safely Surrendered Baby Law

Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

Consultant acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Consultant understands that it is County's policy to encourage all County consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

35. Consultant Assignment

a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.

b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling

interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

36. Consultant's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Consultant acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

37. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Consultant to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Consultant to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Consultant pursuant to County Code Chapter 2.206.

38. Disadvantaged Business Enterprises (DBE) Participation

a. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this Contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

b. The goal for DBE participation for this Contract is 4.14%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract

DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

c. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as County deems appropriate.

d. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

e. A DBE firm may be terminated only with prior written approval from County and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting County consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

f. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

g. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

h. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

i. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

j. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged

Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Consultant or Consultant's authorized representative and shall be furnished to the Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Project Manager.

k. If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to County's Project Manager within 30 days.

#### 39. Cost Principles and Administrative Requirements

a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

b. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

d. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### 40. Contingent Fee

a. Consultant warrants, by execution of this Contract that no person or selling agency has been employed, or retained, to solicit or secure this Contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, County has the right to annul this Contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

41. Retention of Records/Audit

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the Contract. All parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

42. Dispute Resolution Procedures

42.1 Consultant and County agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. Except for disputes concerning audits, all such disputes shall be subject to the provisions of this paragraph 42.

42.2 Consultant and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County, in its sole and absolute discretion, determines should be delayed as a result of such dispute. County shall continue to pay sums not in dispute, during any such period of continued performance.

If Consultant fails to continue without delay its performance hereunder which County, in its sole and absolute discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Consultant or County as a result of Consultant's failure to continue to so perform shall be borne by Consultant, and Consultant shall make no claim whatsoever against County for such costs. Consultant shall promptly reimburse County for such Consultant costs, as determined by County, or County may deduct all such additional costs from amount due to Consultant from County, whether under this Agreement or otherwise.

42.3 In the event of any dispute between the parties with respect to this Agreement, Consultant and County shall submit the matter to County's Project Director or designee, and Consultant's Project Manager for the purpose of endeavoring to resolve such dispute.



- 42.4 In the event that County's Project Director or designee, and Consultant's Project Manager are unable to resolve the dispute within a reasonable time not to exceed fifteen (15) working days from the date of submission of the dispute, then the matter shall be immediately submitted to Consultant's Regional Manager and the County's Deputy Director of Public Works or designee. These persons shall have fifteen (15) working days to attempt to resolve the dispute.
- 42.5 If there is not a resolution of the dispute acceptable to both parties then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 42.6 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this paragraph 42, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meetings or by telephone, or in writing by exchange of correspondence.
- 42.7 Notwithstanding any other provision of this Agreement, County's rights to terminate this Agreement shall not be subject to this Dispute Resolution Procedure.

43. Audit Review Procedures

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement, shall be reviewed by County Auditor-Controller.
- b. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County Auditor-Controller of unresolved audit issues. The request for review will be submitted in writing.
- c. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.
- d. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Contract, Cost Proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is

Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Contract, Cost Proposal, and ICR shall be adjusted by Consultant and approved by County Project Manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state, or local governments have access to CPA work papers, will be considered a breach of Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

The provisional ICR will apply to this Contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

#### 44. Subcontracting

a. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. The Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Project Manager, except that, which is expressly identified in the approved Cost Proposal.

c. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

d. Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

e. Any substitution of subconsultant(s) must be approved in writing by County's Project Manager prior to the start of work by the subconsultant(s).

#### 45. Retention of Funds

a. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

b. No retainage will be withheld by the County from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due

subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

46. Equipment Purchase

a. Prior authorization in writing, by County's Project Manager shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by County's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

c. Any equipment purchased as a result of this Contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

d. All subcontracts in excess \$25,000 shall contain the above provisions.

47. Inspection of Work

Consultant and any subconsultant shall permit County, the state, and the FHWA if federal participating funds are used in this Contract; to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

48. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

49. Statement of Compliance

a. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

b. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

c. Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

d. Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination

prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

50. Prohibition of Expending Local Agency State or Federal Funds for Lobbying

a. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal Contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

51. Confidentiality of Data

a. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this Contract, shall be protected by

Consultant from unauthorized use and disclosure.

b. Permission to disclose information on one occasion, or public hearing held by County relating to the Contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

c. Consultant shall not comment publicly to the press or any other media regarding the Contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a Legislative committee.

d. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Contract without prior review of the contents thereof by County, and receipt of County's written permission.

e. Any subcontract entered into as a result of this Contract shall contain all the provisions of this Article.

#### 52. Time Off for Voting

Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultant shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

#### 53. Safety

a. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by County representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

b. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonable necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

c. Any subcontract entered into as a result of this Contract, shall contain all of the provisions of this Article.

d. Consultant must have a Division of Occupational Safety and Health permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

54. Claims Filed by County's Construction Contractor

a. If claims are filed by County's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

b. Consultant's personnel that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Contract.

c. Services of Consultant's personnel in connection with County's construction contractor claims will be performed pursuant to a written Contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.

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

55. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works  
Architectural Engineering Division  
Contracts & Operations, 8th Floor  
900 South Fremont Avenue  
Alhambra, CA 91803  
(626) 300-2325

CONSULTANT

Twining, Inc.  
2883 East Spring Street, Suite 300  
Long Beach, CA 90806  
(562) 426-3355

The address for notice may be changed by giving notice pursuant to this paragraph.

56. Entire Agreement

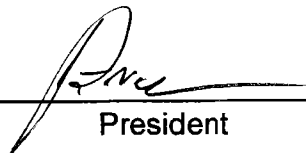
This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written agreement between the parties hereto.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

TWINING, INC.

By   
Deputy Director  
Department of Public Works

By   
President

By   
Secretary

APPROVED AS TO FORM:

MARY WICKHAM  
Interim County Counsel

By   
Deputy County Counsel



## ACKNOWLEDGMENT

State of California

County of Los Angeles

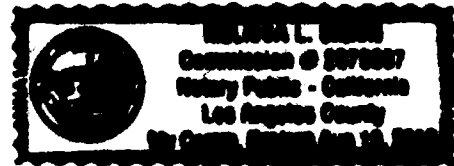
On August 20, 2015 before me, Melissa L. Simon, Notary Public  
(insert name and title of the officer)

personally appeared Amy M. Owens  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



## ACKNOWLEDGMENT

State of California

County of Los Angeles

On August 20, 2015 before me, Melissa L. Simon, Notary Public  
(insert name and title of the officer)

personally appeared Robert M. Ryan,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

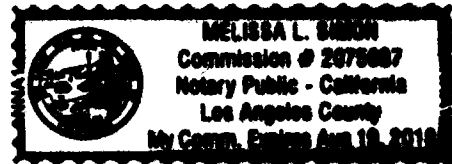
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Melissa L. Simon

(Seal)



ATTACHMENT 1

AS-NEEDED MATERIALS TESTING, PAVEMENT MIX DESIGN,  
AND INSPECTION SERVICES  
TWINING, INC.

**A. OVERVIEW**

The services to be rendered by Consultant shall be as described in the Request for Proposals (RFP), dated August 18, 2014, and Consultant's proposal dated September 15, 2014, except to the extent it is inconsistent with this attachment, and the terms of the Agreement.

The work to be accomplished under the Contract will consist of furnishing qualified personnel for as-needed (field/laboratory) testing and inspection services at various locations in Los Angeles County and neighboring counties. The work to be performed by Consultant, or its approved subconsultant may, at times, also require the use of highly-specialized field and/or laboratory testing methods and equipment. Examples of specialized testing include, but are not limited to, gamma-gamma logging and cross-hole sonic logging to evaluate the homogeneity of placed concrete for cast-in-drilled-hole (CIDH) concrete piles for bridge retrofit projects.

The service locations are divided into two geographical areas, the Los Angeles Basin and the North County. Inspection services at manufacturing plants for pipe, concrete, and asphalt may be required outside the County such as in Simi Valley, Fontana, Rialto, Corona, and other neighboring areas.

The Los Angeles Basin includes all of County's unincorporated areas and incorporated cities south of State Highway 126 from the Ventura County boundary to the junction of State Highway 14 and Soledad Canyon Road and all areas south of the main ridgeline of the San Gabriel Mountains.

The North County includes all of County's unincorporated areas and incorporated cities north of the Los Angeles Basin area defined above. In addition, inspection services at manufacturing plants for pipe, concrete, and asphalt may be required outside Los Angeles County in the Simi Valley area and the Inland Empire (e.g., Fontana, Rialto, San Bernardino, Riverside, and Corona).

Public Works estimates its need to be between one to four technicians per day for each area in Los Angeles County and neighboring areas. Consultant shall have a minimum of one technician per Service Area available on 15 hours notice, including Saturdays and Sundays.

**B. SCOPE OF SERVICES**

Consultant shall provide all necessary labor, materials, and equipment to provide materials testing, pavement mix design, and inspection services at various

locations in Los Angeles County and neighboring counties as identified in Consultant's proposal dated September 15, 2014, and in Consultant's Cost Proposal (Attachment 3).

The work to be done under the Contract may include conducting tests and making inspections of a variety of construction materials and soils at construction sites, material manufacturing batch plants, and asphalt and concrete materials laboratories to determine conformance with Public Works construction plans and specification documents. Consultant's technicians may also be directed to perform additional tests and/or collect additional soils and materials samples in the field by Public Works Construction Inspectors or other Public Works representatives.

1. Consultant's technicians shall be required to:
  - a. Sample and perform field and laboratory tests on embankments, backfill, base and bedding materials, observe placement of compacted fill, and document compaction by various test methods.
  - b. Perform Portland Concrete Cement (PCC) slump tests and cast concrete cylinders at construction sites. Transport concrete cylinders to the Public Works Materials Laboratory or to a designated private laboratory approved by Public Works.
  - c. Perform laboratory testing of soils and construction materials.
  - d. Inspect galvanizing of structural steel bars, plates, and rails for thickness and weight of coating.
2. Contingent on the service requested, the consultant or technician may be asked to complete a variety of additional tasks requiring specialized training and/or certification including, but not limited to, the following categories:
  - a. Field testing and sampling:
    - Authorized transport and use of a nuclear gauge.
    - ASTM Methods D-2922 (Nuclear Density Testing of Soils and Aggregate) and D-1556 (Sand Cone Density Testing of Soils and Aggregate).
    - California Test Method (CTM) 375 (Determining the In-Place Density and Relative Compaction of Asphalt Concrete Pavement).

- ASTM Methods C-172 (Sampling Fresh Concrete) and C-143 (Portland Concrete Cement Slump Cone Testing).
- ASTM C-31 (Concrete Cylinder Making).
- ASTM D-3910 (Practice for Design, Testing, and Construction of Slurry Seal – wet track abrasion samples).
- ASTM D-75 (Aggregate Field Sampling).
- ASTM D-979 (Sampling Bituminous Paving Mixtures).
- CTM 342 (Surface Skid Resistance with the California Portable Skid Tester) to determine the coefficient of friction for a variety of asphalt types, asphalt emulsion slurries (seal coats), and methacrylate deck sealant for concrete bridge decks.
- Gamma-gamma logging and crosshole sonic logging to evaluate the homogeneity of placed concrete for cast-in-drilled hole (CIDH) piles, particularly "wet" piles.

b. Laboratory testing and sampling:

- ASTM Method D-1557 for correctly obtaining a maximum density of soils and rock products, including proper rock corrections, specific gravities, sand equivalents, and wet and dry gradings.
- Perform test procedures and obtain results to determine the California Bearing Ratio (CBR) of soil samples.
- Perform standard tests required for asphalt, such as percent of binder content (ASTM Method D6307), penetration of binder (ASTM Method D5), viscosity of binder (ASTM Method D2171), rutting and moisture-susceptibility (AASHTO T324-11), and rutting susceptibility (AASHTO T340-10).
- Prepare cold in-place recycling (CIR), cold central plant recycling (CCPR) and cement stabilized pulverized base (CSPB) mix designs for asphalt rehabilitation projects and full-depth reclamation (FDR) mix designs for asphalt reconstruction projects.
- Perform extraction test on slurry (ASTM Method D3910) in accordance with the latest edition of the Standard Specifications for Public Works Construction.

- Perform a compressive strength of concrete by appropriate ASTM C39 test procedure.
  - For microsurfacing emulsion (MSE) mixtures, perform International Slurry Surfacing Association (ISSA) tests such as wet cohesion [Technical Bulletin (TB) 139], excess asphalt (TB109), wet stripping (TB114), wet-track abrasion loss (TB100), displacement (TB147A), classification compatibility (TB 144), and mix time (TB 113).
  - Perform test procedures and report results for compressive strength and elastic moduli of rock cores (ASTM D7012), point load strength index (ASTM D5731), triaxial strength of consolidated-undrained soil (ASTM D4767), and triaxial strength of unconsolidated-undrained soil (ASTM D2850).
3. Field testing and sampling, laboratory's tests, and inspections shall be governed by, be in conformance with, and performed according to:
- a. The latest edition of the Standard Specifications for Public Works Construction (Greenbook), 2015 Edition, and by any subsequent supplements thereto, as published by Building News, Inc., 3055 Overland Avenue, Los Angeles, California.
  - b. Pertinent standard testing procedures of the ASTM, AASHTO, ISSA, and Caltrans.
  - c. Building Codes and Cal/OSHA Safety Orders.
  - d. Construction plans and specification documents used on Public Works projects.
4. Assignment of Work

The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Consultant will not be entitled to any claim for lost profits or otherwise should the County fail to determine a need for services under this Contract.

5. Consultant's Professional Staff

All professional staff and/or technician provided by the Consultant shall be approved by the County and shall not be removed or replaced without prior consent of the County. If a change in personnel is required, the Consultant shall submit the name and resume of candidate for the replacement for County approval 30 days prior to the effective day of the

change. In addition, the County, at its sole discretion, reserves the right to direct the Consultant to remove from the project any member of the Consultant's staff. The Consultant shall be responsible for replacing any such staff for the County's approval within 14 days of the effective date of removal.

6. Consultant shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least one a month. The report should be sufficiently detailed for County's Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

Consultant's Project Manager shall meet with County's Project Manager, as needed, to discuss progress on the project(s).

**C. SCHEDULE**

The term of this Agreement shall be for a period of three years commencing on the date of full execution of the contract. Consultant shall commence work after notification to proceed by County's Project Manager. At the sole discretion of the County, this Agreement may be extended for two additional one-year terms, not to exceed a total contract period of five years. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

Notwithstanding the above-referenced expiration date, if the County has authorized the Consultant to perform services on a given project prior to the stated expiration date, but ultimately such services are not completed by such stated expiration date, the expiration date of the Agreement shall be automatically extended until such services are completed to the satisfaction of the County, and automatically extended for that purpose only. The provision in this paragraph applies to non-federal funded projects only.

Work shall be performed on an as-needed basis.

**D. COMPENSATION**

Consultant will be reimbursed according to the Allowable Costs and Payments as specified in Article 3(i) of this Contract.



GAIL FARBER, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

February 10, 2015


The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

21 of February 10, 2015

  
PATRICK OZAWA  
ACTING EXECUTIVE OFFICER

**AWARD CONSULTANT SERVICES AGREEMENTS FOR AS-NEEDED MATERIALS TESTING,  
PAVEMENT MIX DESIGN, AND INSPECTION SERVICES  
ON FEDERAL AND NON-FEDERAL FUNDED PROJECTS  
THROUGHOUT LOS ANGELES COUNTY  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

This action is to authorize the Director of Public Works or her designee to proceed and award six consultant services agreements for as-needed materials testing, pavement mix design, and inspection services to be utilized on various Federal and non-Federal funded projects throughout the Los Angeles County and other neighboring jurisdictions for a 3-year term plus two 1-year extension options each. In addition, this action would authorize the Director of Public Works or her designee to extend five existing but expiring consultant services agreements for these same types of services for a period of 1 month, with two potential 1-month extension options for each agreement, to ensure there is no gap in services while transitioning to the new consultant services agreements. These extensions would not increase the combined aggregate program amount.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award and authorize the Director of Public Works or her designee to execute consultant services agreements with G3 Quality, Inc.; GMU Geotechnical, Inc.; Kleinfelder, Inc.; Ninyo & Moore; RMA Group; and Twining, Inc., to provide as-needed materials testing, pavement mix design, and



inspection services for various Federal and non-Federal funded County projects for a 3-year term plus two 1-year extension options for each firm. The maximum not-to-exceed annual program amount is \$1,250,000, with a maximum aggregate amount of \$6,250,000 for the 3-year term, plus the two option years, if exercised. Any of the above-referenced six consultants may provide as-needed materials testing, pavement mix design, and inspection services up to the annual aggregate amount of \$1,250,000. The term of each consultant services agreement shall commence on the date of the full execution of the contract unless otherwise modified, and shall extend for a period of 3 years from such commencement date plus two 1-year extension options. The expiration of the consultant services agreement is subject to the following condition: Where the consultant for a given project has been authorized by the County but does not complete services prior to the stated expiration date, will be automatically extended solely to allow for the completion of such services.

3. Delegate authority to the Director of Public Works or her designee to exercise the two 1-year extension options on the above-referenced six agreements at the discretion of the Director of Public Works or her designee based upon the level of satisfaction with the services provided and availability of funding.

4. Delegate authority to the Director of Public Works or her designee to extend the term of the existing consultant services agreements with Kleinfelder, Inc. (PW13331); AMEC Environment & Infrastructure, Inc. (previously known as MACTEC Engineering and Consulting, Inc.) (PW13297); Ninyo & Moore (PW13330); RMA Group (PW13332); and Twining, Inc. (PW13337); up to 1 month each with up to two additional 1 month extensions each, commencing on February 23, 2015, for a total extension not to exceed 3 months each, through May 22, 2015, without any increase to the combined aggregate program amount.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended consultant services agreements will enhance the Department of Public Works' overall materials testing capabilities for various County and contract cities' public works projects. The use of these as-needed consultants will enable our Geotechnical and Materials Engineering Division's Materials Laboratory to better manage fluctuations in workload and thereby provide responsive services to our clients. In addition, the selected as-needed consultants possess specialized equipment and expertise that is not presently available with Public Works. To expand the ability to use these as-needed consultants on federally funded projects, the Requests for Proposals (RFPs) were processed following Federal guidelines. Prior to award by the Board of Supervisors, a pre-award audit for each consultant needs to be performed by the California Department of Transportation (Caltrans) to ensure they are in conformance with Federal guidelines. The documents were forwarded to Caltrans on January 29, 2015. A typical review period is 30 working days from the receipt of a complete packet.

The extension of the current five consultant service agreements beyond February 22, 2015, will allow services on previously assigned projects only to continue uninterrupted in case the State does not complete their review and provide their approval authorizing the County to execute the agreements. Board approval of the recommended action will extend the five existing Agreements for 1 month with two additional 1-month extensions for a potential total of three additional months without any increase to the total aggregate program amount. The Board originally awarded these Agreements in 2009. The extension will allow Geotechnical and Materials Engineering Division's Materials Laboratory to respond effectively to inquiries from the State on previously assigned projects without a break in services since these Agreements will currently expire on February 22, 2015.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Community Support and Responsiveness (Goal 2) and Integrated Services Delivery (Goal 3). The use of as-needed consultant services agreements has enabled Public Works to better manage fluctuations in workload and thereby provide responsive services to our clients. In addition, provisions of materials testing, pavement mix design, and inspection services will enhance Public Works' ability to deliver effective municipal services to County residents.

### **FISCAL IMPACT/FINANCING**

No direct impact to the County's General Fund is expected from this action. Each of the six contracts is part of the entire program. The entire program is for a combined aggregate, maximum annual amount not-to-exceed fee of \$1,250,000. This amount represents Public Works' estimated annual cost to perform these as-needed services. Should additional work be required that exceeds the amount authorized, Public Works will return to the Board for approval. The agreements will provide as-needed materials testing, pavement mix design, and inspection services for a 3-year period commencing on the date of the initial Notice to Proceed, with two 1-year renewal options. The potential aggregate maximum sum for all six contracts is \$6,250,000 for a total term of five years. Since the work may be requested on an as-needed basis and may be from various funds, work will not be authorized without first ascertaining that funds are available.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The agreements will be in the form previously reviewed and approved as to form by County Counsel. The recommended contracts were solicited on an open competitive basis and are in accordance with applicable Federal, State, and County requirements. The consultants are in compliance with the requirements of the Chief Executive Office and the Board.

The consultant services agreements will contain terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: The County of Los Angeles' Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and standard Board-directed clauses that provide for contract termination or renegotiation.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines. These services are within a class of work that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Sections 15306 and 15304 (f) of the CEQA.

### **CONTRACTING PROCESS**

On August 18, 2014, Public Works issued a Request for Proposals (RFP). As requested by the Board on February 3, 1998, the RFP was advertised on the County's "Doing Business with Us" website. The RFP was also advertised on the Public Works "Contract Opportunities" website and in the Los Angeles Daily Journal (copies of the postings are enclosed for your reference). Thirteen firms responded to the RFP by the September 15, 2014, deadline.

The Evaluation Committee, composed of staff from Construction Division and Geotechnical and Materials Engineering Division, evaluated the proposals and determined G3 Quality, Inc.; GMU Geotechnical, Inc.; Kleinfelder, Inc.; Ninyo & Moore; RMA Group; and Twining, Inc., as the best qualified firms to perform the required services. These evaluations were completed without regard to race, creed, color, or gender and in accordance with the informed averaging scoring methodology.

The recommended agreements require that consultants demonstrate their good faith efforts to utilize Disadvantaged Business Enterprises (DBEs). G3 Quality, Inc.; GMU Geotechnical, Inc.; Kleinfelder, Inc.; Ninyo & Moore; RMA Group; and Twining, Inc., are aware of Public Works' Outreach Program and their proposed DBE participation is on file with Public Works.

The recommended agreements with G3 Quality, Inc.; GMU Geotechnical, Inc.; Kleinfelder, Inc.; Ninyo & Moore; RMA Group; and Twining, Inc., will include a Cost of Living Adjustment provision in accordance with the Board's policy that was approved on January 29, 2002.

All six selected firms submitted proposals to perform as-needed consultant services for both Federally and non-Federally funded projects. Pursuant to Caltrans' Local Assistance Program Guidelines, consultant services agreements for such projects require a pre-award audit of the consultants' cost proposal and draft agreement. Public Works submitted the draft consultant services agreements for the six selected firms to Caltrans to perform the pre-award audit. If required, Public Works will amend the draft consultant services agreements to incorporate any additional requirements and/or conditions presented by Caltrans prior to execution of said agreements.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Awarding this Consultant Services Agreement to G3 Quality, Inc.; GMU Geotechnical, Inc.; Kleinfelder, Inc.; Ninyo & Moore; RMA Group; and Twining, Inc., and authorizing the short extensions of the existing agreements will allow Public Works to continue to be responsive to increases in workload and provide quality control and effectiveness in the design and construction of our projects.

### **CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Geotechnical and Materials Engineering Division.

The Honorable Board of Supervisors  
2/10/2015  
Page 5

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid, with the first name "Gail" and last name "Farber" clearly distinguishable.

GAIL FARBER  
Director

GF:GK:kw

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

# LOS ANGELES DAILY JOURNAL

-SINCE 1888-

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Erayna Chang  
L.A. CO PUBLIC WORKS/ENGINEERING DIV  
900 S FREMONT AVE  
ALHAMBRA, CA 91803

DJ# 2651757

The County of Los Angeles Department of Public Works is inviting proposals from qualified firms to provide as-needed materials testing, pavement mix design, and inspection services at various locations in Los Angeles County and neighboring counties. Proposals are due September 15, 2014, no later than 5 p.m. RFP may be downloaded for free at Public Works' website: <http://dpw.lacounty.gov/general/contracts/opportunities>  
8/18, 8/20/14

DJ-2651757#

## COPY OF NOTICE

Notice Type: RFP REQUEST FOR PROPOSALS  
Ad Description: REQUEST FOR PROPOSAL

To the right is a copy of the notice you sent to us for publication in the LOS ANGELES DAILY JOURNAL. Thank you for using our newspaper. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

08/18/2014 , 08/20/2014

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

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NetTotal	\$37.40

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**Bid Detail Information**

**Bid Number :** AED7739930

**Bid Title :** As-Needed Materials Testing, Pavement Mix Design, and Inspection Services on Federal and Non-Federal Funded Projects

**Bid Type :** Commodity

**Department :** Public Works

**Commodity :** ENGINEERING - INSPECTING, STRUCTURAL

**Open Date :** 8/18/2014

**Closing Date :** 9/15/2014 5:00 PM

**Bid Amount :** \$ 1,000,000

**Bid Download :** [Available](#)

**Bid Description :** The County of Los Angeles Department of Public Works is inviting proposals from qualified firms to provide as-needed materials testing, pavement mix design, and inspection services at various locations in Los Angeles County and neighboring counties.

The Request for Proposals is available to download for free from the Public Works website at <http://dpw.lacounty.gov/general/contracts/opportunities> or [here](#) to access the RFP. Proposals must be addressed and submitted to the Department of Public Works, 900 South Fremont Avenue, Alhambra, California 91803, CASHIER'S OFFICE, located on the Mezzanine Level, on/or before 5 p.m., September 15, 2014.

Questions regarding this RFP should be directed to the contact person listed below.

**Contact Name :** Erayna Chang

**Contact Phone# :** (626) 300-2325

**Contact Email :** [EQCHANG@dpw.lacounty.gov](mailto:EQCHANG@dpw.lacounty.gov)

**Last Changed On :** 8/18/2014 7:39:27 AM

[Back to Last Window](#)

## Department of Public Works

[Doing Business with DPW](#) > Project Summary**PROJECT SUMMARY**

**Project ID:** AED7739930  
**Project Name:** As-Needed Materials Testing, Pavement Mix Design, and Inspection Services on Federal and Non-Federal Funded Projects  
**Scope of Services:** As-needed materials testing, pavement mix design, and inspection services  
**RFP Issue Date:** 8/18/2014  
**Proposal Due Date:** 09/15/2014 05:00 PM  
**Contact Person:** Name: Erayna-Qian Chang  
Phone: 626-300-2325  
Email: [Click Here](#)  
**Estimate:** \$1,000,000

Document	Description
RFP	RFP



## AWARD BOARD LETTER MINORITY VERIFICATION SHEET

<b>DIVISION</b>	Geotechnical and Materials Engineering
<b>AGENDA DATE</b>	February 10, 2015
<b>SUBJECT:</b>	
<p>This action is to authorize the Director of Public Works or her designee to proceed and award six consultant services agreements for as-needed materials testing, pavement mix design, and inspection services to be utilized on various Federal and non-Federal funded projects throughout the Los Angeles County and other neighboring jurisdictions for a 3-year term plus two 1-year extension options each. In addition, this action would authorize the Director of Public Works or her designee to extend five existing but expiring consultant services agreements for these same types of services for a period of one month, with two potential 1-month extension options for each agreement, to ensure there is no gap in services while transitioning to the new consultant services agreements. These extensions would not increase the combined aggregate program amount.</p>	
<p><b>How many of the proposers are certified local small business enterprises (LSBE) or certified minority, women, disadvantaged, or disabled veteran businesses (CBE)?</b></p>	
<p><b>Answer:</b></p> <p>Contracts will be using federal funding. A DBE goal of 4.14% was established per federal regulation (49 CFR, Part 26)) to ensure proposers meet this goal by using DBE subconsultants. Proposers' LSBE or CBE status were not collected.</p>	
<p><b>How many of the contract awards are going to certified local small business enterprises (LSBE) or certified minority, women, disadvantaged, or disabled veteran businesses (CBE)?</b></p>	
<p><b>Answer:</b></p> <p>See answer above.</p>	



**INDEMNIFICATION AND INSURANCE PROVISION**

**I. INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

**II. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

**A. Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or

self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Architectural Engineering Division  
Contracting Section  
Attention: Contract Administrator

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

**B. Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**C. Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract,

in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

**D. Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**E. Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**F. Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**G. Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**H. Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

**I. Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a

bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**J. Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**K. Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**L. Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**M. Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

**N. County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**III. INSURANCE COVERAGE**

**A.** Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **Attachment 3 - Consultant's Cost Proposal**

August 4, 2015

Ms. Erayna Chang  
County of Los Angeles Department of Public Works  
Architectural Engineering Division  
900 South Fremont Ave.  
Los Angeles, CA 91803

**Subject:** Sub-Consultant and Sub-Contractor for As-Needed Material Testing,  
Pavement Mix Design, and Inspection Services on Federal and Non-Federal  
Funded Projects in Los Angeles County and Neighboring Counties Contract



OFFICE  
562.426.3355

FAX  
562.426.6424

WEB  
twininginc.com

Dear Ms. Chang,

Twining, Inc. (Twining) proposed the following sub-consultant and subcontractors for the as-need materials testing, and pavement mix design and inspection services contract for the County of Los Angeles on our proposal dated September 15, 2014.

C&L Drilling Company (Primary Subconsultant)  
600 E Lambert Road  
La Habra, CA 90631  
Contact: Ms. Carla White  
Phone: 562.697.7715  
Role: Drilling  
Status: DBE

TEC Constructors & Engineers (Primary Subconsultant)  
510 S. La Brea Avenue  
Inglewood, CA 90301  
Phone: 800.509.1542  
Role: Material Testing  
Status: DBE

Keantan Laboratories  
640 N Diamond Bar Boulevard  
Diamond Bar, CA 91765  
Contact: Kenny Tan  
Phone: 909.860.1825  
Role: Material testing (Atterberg Limit, Specific Gravity, Soil Corrosivity, etc.)

Earthspectivess  
250 Goddard  
Irvine, CA 92618  
Contact: Hossein Rashidi  
Phone: 949.777.127  
Role: Field (Gamma- Gamma, Cross-Hole Logging, etc)

Caltrans has denied Earthspectives' and Keantan laboratories' request to use Safe Harbor rate of 110%; therefore, TEC cost proposal lists Earthspectives and Keantan laboratories as Other Direct Cost per the advice from Caltrans (per email dated June 24, 2015, attached to this letter).

Twining has addressed and resolved all the deficiencies noted in the Caltrans Audit and Investigation Confirmation Review Letter dated May 8, 2015 (File# P1391-0122).

Twining will ensure to maintain a financial management system and ensure the fair and accurate presentation of contract costs proposed in accordance with generally accepted accounting principles, contract provisions, and applicable state and federal regulations. Twining is also responsible for ensuring our financial management system is adequate to accumulate and segregate reasonable, allocable and allowable project costs in accordance with Title 48 CFR Chapter 1, Part 31, and the requirements of the agreement with the County.

Respectfully



Paul C. Solts, PE 56140, GE 2606  
Vice President, Geotechnical Engineering



## Amir Ghavibazoo

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**From:** Maljai, Mohammad M@DOT [mohammad.maljai@dot.ca.gov]  
**Sent:** Wednesday, June 24, 2015 7:59 AM  
**To:** Erayna Chang  
**Cc:** Greg Johnson; Soo Kim; Amanda Duran (ADuran@kleinfelder.com); Zhang, Lin@DOT  
**Subject:** RE: Exhibit 10-K Advice

I concur.

The work assigned to Sub-contractors below are classified as sub-professional, therefore acceptable as Other Direct Cost (ODC), subject to all requirements of the ODCs as described in LAPM Exhibit 10-H.

Regards,  
Mohammad Maljai, PE  
Policy Liaison  
Division of Local Assistance  
(916) 651-6552

---

**From:** Erayna Chang [mailto:[EQCHANG@dpw.lacounty.gov](mailto:EQCHANG@dpw.lacounty.gov)]  
**Sent:** Tuesday, June 23, 2015 3:24 PM  
**To:** Maljai, Mohammad M@DOT  
**Cc:** Greg Johnson; Soo Kim; Amanda Duran ([ADuran@kleinfelder.com](mailto:ADuran@kleinfelder.com)); Zhang, Lin@DOT  
**Subject:** Exhibit 10-K Advice  
**Importance:** High

Mohammad,

Please let me know if you concur with the summary of our conversation regarding Exhibit 10-K.

EarthSpectives and Strive Concrete Cutting, two subs of Kleinfelder who was awarded a contract for as-needed materials testing, pavement mix design, and inspection services, were denied of using Safe Harbor Rate. Earthspectives, not a DBE, is going to provide gamma gamma and cross-hole sonic logging. Strive Concrete Cutting, a DBE, is going to provide concrete cutting and coring. To move forward with executing the contract, you advised me that we don't need EarthSpectives' and Strive Concrete Cutting's Exhibit 10-K forms if we list them as Other Direct Cost items on Kleinfelder's cost proposal. Description of their work, units, unit cost, and total will be estimated.

Thank you.

Erayna Chang  
County of Los Angeles  
Department of Public Works  
(626) 300-2325

**EXHIBIT 10-H COST PROPOSAL**

Specific Rate of Compensation (use for on-call or as-needed contracts)  
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant Twining, Inc. (Consultant) Contract No. PW13981 Date 06/17/2015

	FRINGE BENEFIT %	+	OVERHEAD %	+	GENERAL ADMINISTRATION %	=	COMBINED%
NORMAL		+		+		=	127.7%
OVERTIME		+		+		=	127.7%
			FEE %	9%			

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual hourly rate	% or \$ increase	Hourly rate - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Boris Stain/ Project Engineer/Technical Adviser	\$ 179.02	\$ 179.02	\$ 179.02	5/1/2014	12/31/2014	\$ 72.12		
	\$ 187.97	\$ 187.97	\$ 187.97	1/1/2015	12/31/2015	\$ 75.73	5%	
	\$ 197.37	\$ 197.37	\$ 197.37	1/1/2016	12/31/2016	\$ 79.51	5%	
	\$ 207.24	\$ 207.24	\$ 207.24	1/1/2017	12/31/2017	\$ 83.49	5%	
Paul Soltis/ Project Engineer/Technical Adviser	\$ 167.06	\$ 167.06	\$ 167.06	5/1/2014	12/31/2014	\$ 67.30		
	\$ 175.41	\$ 175.41	\$ 175.41	1/1/2015	12/31/2015	\$ 70.67	5%	
	\$ 184.18	\$ 184.18	\$ 184.18	1/1/2016	12/31/2016	\$ 74.20	5%	
	\$ 193.39	\$ 193.39	\$ 193.39	1/1/2017	12/31/2017	\$ 77.91	5%	
Andres Bernal/ Project Manager/Quality Control Manager (Average)	\$ 125.21	\$ 125.21	\$ 125.21	5/1/2014	12/31/2014	\$ 50.44		
	\$ 131.47	\$ 131.47	\$ 131.47	1/1/2015	12/31/2015	\$ 52.96	5%	
	\$ 138.04	\$ 138.04	\$ 138.04	1/1/2016	12/31/2016	\$ 55.61	5%	
	\$ 144.94	\$ 144.94	\$ 144.94	1/1/2017	12/31/2017	\$ 58.39	5%	
David Ryan/ Project Manager/Quality Control Manager (Average)	\$ 131.29	\$ 131.29	\$ 131.29	5/1/2014	12/31/2014	\$ 52.89		
	\$ 137.85	\$ 137.85	\$ 137.85	1/1/2015	12/31/2015	\$ 55.53	5%	
	\$ 144.74	\$ 144.74	\$ 144.74	1/1/2016	12/31/2016	\$ 58.31	5%	
	\$ 151.98	\$ 151.98	\$ 151.98	1/1/2017	12/31/2017	\$ 61.23	5%	
Inspectors (NDT) *	\$ 108.38	\$ 162.56	\$ 216.75	5/1/2014	12/31/2014	\$ 43.66		
	\$ 113.79	\$ 170.69	\$ 227.59	1/1/2015	12/31/2015	\$ 45.84	5%	
	\$ 119.48	\$ 179.23	\$ 238.97	1/1/2016	12/31/2016	\$ 48.14	5%	
	\$ 125.46	\$ 188.19	\$ 250.92	1/1/2017	12/31/2017	\$ 50.54	5%	
Inspector (Journeyman) *	\$ 103.41	\$ 155.12	\$ 206.82	5/1/2014	12/31/2014	\$ 41.66		
	\$ 108.58	\$ 162.87	\$ 217.16	1/1/2015	12/31/2015	\$ 43.74	5%	
	\$ 114.01	\$ 171.02	\$ 228.02	1/1/2016	12/31/2016	\$ 45.93	5%	
	\$ 119.71	\$ 179.57	\$ 239.42	1/1/2017	12/31/2017	\$ 48.23	5%	
Inspector (Soil) *	\$ 98.99	\$ 148.49	\$ 197.98	5/1/2014	12/31/2014	\$ 39.88		
	\$ 103.94	\$ 155.91	\$ 207.88	1/1/2015	12/31/2015	\$ 41.87	5%	
	\$ 109.14	\$ 163.71	\$ 218.28	1/1/2016	12/31/2016	\$ 43.97	5%	
	\$ 114.60	\$ 171.89	\$ 229.19	1/1/2017	12/31/2017	\$ 46.17	5%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate \* (1 + ICR) \* (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (\*) • For "Other Direct Costs" listing, see page 2 of this Exhibit

# **EXHIBIT 10-H COST PROPOSAL**

Specific Rate of Compensation (use for on-call or as-needed contracts)  
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant Twining, Inc. (Consultant) Contract No. PW13981 Date 06/17/2015

## **SCHEDULE OF OTHER DIRECT COST ITEMS**

PRIME CONSULTANT - Twining Inc				SUBCONSULTANT				SUBCONSULTANT			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Special Tooling				Special Tooling				Special Tooling			
A. See Attachment Schedule of Lab Fees	0	\$ -	\$ -	A. NA				A. NA			
	0	\$ -	\$ -	B.				B.			
	0	\$ -	\$ -	C.				C.			
Travel	0	Actual		Travel				Travel			
A.	0	\$ -	\$ -	A.				A.			
B.	0	\$ -	\$ -	B.				B.			
C.	0	\$ -	\$ -	C.				C.			
			\$ -				\$ -				
PRIME TOTAL ODCs = \$0				SUBCONSULTANT #1 ODCs = \$0				SUBCONSULTANT #2 ODCs = \$0			

### **IMPORTANT NOTES:**

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoices).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.



TWINING

## Schedule of Fees 2014 - 2015

NOTE: Rates will be indicated annually, each July 1st, to reflect increased costs.

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Engineering and Consulting Personnel	Rate	Task Code	Non-Destructive Testing Personnel	Rate
10028	Senior Principal Advisor/Consultant	\$ 245.00	10401	NDE Ultrasonic Testing Technician	\$ 100.00
10001	Principal Engineer/Geologist	\$ 180.00	10402	NDE Ultrasonic Testing Technician	\$ 100.00
10017	Metallurgical Engineer	\$ 175.00	10403	NDE Ultrasonic Testing Technician	\$ 100.00
10003	Technical Engineer/Geologist	\$ 160.00	10405	Combination NDE Technician/Welding Inspector	\$ 106.00
10011	Technical Advisor	\$ 160.76	10409	Radio-graphic Testing (crew of 2)	\$ 276.00
10011	Material Scientist, Welding/NOT Consultant	\$ 175.00			
70003	Registered Geologist/Certified Engineering Geologist	\$ 165.00			
10003	Senior Engineer/Geologist	\$ 160.00			
10006	Registered Civil Engineer	\$ 155.00			
80003	Routing/Waterproofing Consultant	\$ 160.00			
10013	Project Manager	\$ 138.71			
30008	Quality Control Manager	\$ 130.00			
10005	Senior Engineer/Geologist	\$ 125.00			
10007	Staff Engineer/Geologist	\$ 115.00			
10015	Quality Control Administrator	\$ 90.00			
10016	Mechanical Technician	\$ 90.00			
80001	CAAD Operator/Draftsman	\$ 80.00			
70107	Field Supervisor/Safety Manager	\$ 100.00			
20000	Laboratory Manager	\$ 90.00			
80004	Business Development	\$ 360.00			
91010	Qualified SWPPP Developer	\$ 125.00			
91000	Qualified SWPPP Practitioner	\$ 115.00			
Task Code	Field Inspection Personnel	Rate	Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
10101	Concrete/Reinforced Steel Inspector	\$ 108.00	95318	Shedding	\$ 40.00
10103	Pre-Stressed/Prestressed Steel Inspector	\$ 108.00	95309	Shedding	\$ 40.00
10104	Steel Decking Inspector	\$ 108.00	95312	Torque Wrench, Small	\$ 15.00
10109	Drilled-In-Place Inspector	\$ 108.00	95315	Torque Wrench, Large	\$ 20.00
10111	Grout/Shrinkage Inspector	\$ 108.00	95321	Grout Mixer	\$ 20.00
10113	Masonry Inspector	\$ 108.00	95324	Brass Mold	\$ 20.00
10201	Structural Steel/Welding Inspector	\$ 108.00	95343	Nuclear Gauge (Per Hour)	\$ 9.00
10203	AWS Certified Welding Inspector	\$ 108.00	95333	Pull Test Equipment	\$ 60.00
10207	Prepwork Inspector	\$ 108.00	95348	Concrete/Asphalt Core Equipment (Per Hour)	\$ 120.00
			95327	Perimeter	\$ 20.00
			95330	Shot Blast (Dry/Dry)	\$ 45.00
			95341	Shot Blast	\$ 20.00
			95342	Visual Emission Test N/A	\$ 30.00
			95339	Relative Humidity Probe	\$ 45.00
			95391	Prepwork Adhesion/Concretion (Per Test)	\$ 100.00
			95300	A Scan Ultrasonic Equipment and Consumables	\$ 20.00
			95305	Acoustic Particle Equipment and Consumables	\$ 30.00
Task Code	Field Inspection Personnel	Rate	Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
10101	Concrete/Reinforced Steel Inspector	\$ 108.00	95305	Liquid Penetrant Consumables	\$ 25.00
10103	Pre-Stressed/Prestressed Steel Inspector	\$ 108.00	95307	Phased Array Ultrasonic Equipment (Per Hour)	\$ 50.00
10104	Steel Decking Inspector	\$ 108.00	95347	Ground Penetrating Radar (Per Hour)	\$ 50.00
10109	Drilled-In-Place Inspector	\$ 108.00	95345	Impact Echo	\$ 280.00
10111	Grout/Shrinkage Inspector	\$ 108.00	95359	California Pavement Profiliograph (Per Hour)	\$ 115.00
10113	Masonry Inspector	\$ 108.00	95349	Inertial Profiler (Per Hour)	\$ 250.00
10201	Structural Steel/Welding Inspector	\$ 108.00	95357	Project Dedicated Vehicle	\$ 76.00
10203	AWS Certified Welding Inspector	\$ 108.00			
10207	Prepwork Inspector	\$ 108.00			
Task Code	Field Inspection Personnel	Rate	Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
10201	Lined Inspector	\$ 108.00	20102	Specimen Pick-Up	\$ 20.00
70109	L.A. Deputy Grading Inspector	\$ 108.00	20101	Standard Sample, Concrete Cylinders (Each)	\$ 20.00
			20101	Standard Sample, Mortar/Grout Cylinders and Cones, Prepropping, Repair, and Epoxy Plugs (Each)	\$ 47.00
75001	Asphalt Field and Plant Inspector/Technician	\$ 103.41	20103/	Overpass Sample, Masonry Piers, Shotcrete Panels	\$ 90.00
70103	Pile Driving Inspector	\$ 102.00	20104	Plural Beams (Each)	\$ 90.00
70101	Sole Technician	\$ 96.99	20107	Technician for Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	\$ 90.00
				or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	\$ 90.00
Task Code	Field Inspection Personnel	Rate	Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
10107	Concrete Quality Control (ACI/Celema Technician)	\$ 103.41	95390	Job Site Trailer, Mobile or On-Site Laboratory (per unit not exceeding 12 hours)	\$ 375.00
80001	Routing/Waterproofing Inspector	\$ 103.41			
10515	Mechanical Inspector	\$ 120.00			
10519	Electrical Inspector	\$ 122.00			
10521	Plumbing Inspector	\$ 122.00			
10523	Building Inspector	\$ 122.00			
50003	Field Engineering Technician	\$ 105.00			
Task Code	Short Inspection Personnel	Rate			
10301	Structural Steel Fabrication Inspector	\$ 101.00			
10309	Batch Plant Quality Control Technician/Inspector	\$ 101.00			
10326	Glue-Laminated Fabrication Inspector	Quotation			
10328	Pre-Cast concrete/Pipe Fabrication Inspector	\$ 101.00			

[illegible]



Test	Test Code	Soils and Aggregate Tests, continued	Rate	Task Code	Asphalt Concrete Tests	Rate
	70321	Direct Shear Test, Undrained - Fast (CU)	\$ 195.00	75033	Bulk Specific Gravity of Compacted Sample or Core SSD (ASTM D3065 and ASTM D2728)	\$ 45.00
	70319	Crushing Index, Indirect - A-B-C, or C (CTM 226, ASTM D3744)	\$ 210.00	76036	Bulk Specific Gravity of Compacted Sample or Core Particle Gravity (CTM 308A and ASTM D1188)	\$ 70.00
	70320	Expansion Index (ASTM D4628, USC 18-2)	\$ 165.00	75024	Emulsion Retention, Evaporation (ASTM D2444)	\$ 190.00
	70323	Free Aggregate Angularity	\$ 187.20	75044	Extraction, % Bitumen (ASTM D362, ASTM D6807)	\$ 150.00
	70307	(ASTHTO 7304, ASTM C1152, CTM 234)	\$ 225.00	76027	Extraction, % Bitumen and Gradation (CTM 362, ASTM D362, ASTM D6807, ASTM D6644)	\$ 200.00
	70337	Flat and Elongated Particle (ASTM D4793)	\$ 25.00	75028	Extraction, % Bitumen, Correction Factor (CTM 362, ASTM D6807)	\$ 325.00
	70348	Flat or Elongated Particle (ASTM D4791)	\$ 195.00	76038	Chemical Extraction, % Bitumen and Sulfur Analysis (ASTM D7172 Method A or B, ASTM D6544)	\$ 245.00
	70331	Maximum Density, Methods A/B/C (ASTM D1557, D680, CTM 216)	\$ 85.20	75042	Lab Tested Maximum Density, Heinen, 3 Inquiries (ASTM 360, ASTM D1567, ASTM D1188)	\$ 200.00
	70333	Maximum Density Check Part (ASTM D1557, D680)	\$ 185.00	76064	Lab Tested Maximum Density, Heinen, 3 Inquiries (CTM 360, ASTM D1567, ASTM D1188)	\$ 325.00
	70335	Maximum Density (ASTHTO C Modified)	\$ 25.00	75057	Heinen Blotometer Test, Pre-Mixed, 3 Inquiries (CTM 394, CTM 395, ASTM D1560, ASTM D1181)	\$ 200.00
	70337	Maximum Content (ASTM D2167, S.C.TM 228)	\$ 30.00	75048	Lab Tested Maximum Density, Marshall, 3 Inquiries (ASTM D6828, ASTM D2728)	\$ 200.00
	70339	Moisture and Density, Ring Sample (ASTM D2637)	\$ 40.00	75046	Lab Tested Maximum Density, Marshall, 6 Specimen, 3 Inquiries (ASTM D5367)	\$ 215.00
	70341	Moisture and Density, Shelby Tube Sample (ASTM D2637)	\$ 275.00	75050	Lab Tested Maximum Density, Superpave Gyralley, Compacted Bitcrete, SSD, 1 Inquiries (ASTM D8825, ASTM D2728)	\$ 75.00
	70340	Medium-Density Radiation of Soil Content, Medium Pre-Mixed to the Field (ASTM D568)	\$ 285.00	75052	Lab Tested Medium Density, Superpave Gyralley, Compacted Bitcrete, Paraffin, 1 Inquiries (ASTM D8825, ASTM D1181)	\$ 85.00
	70342	Moisture-Density Relations of Soil-Gravel Mixes Mixed in the Lab (ASTM D568)	\$ 40.00	75051	Lab Tested Specific Gravity (R/C) (CTM 390, ASTM D1532)	\$ 150.00
	90401	Organic Impurities (ASTM C60, CTM 213)	\$ 250.00	75066	Marshall Stability and Flow, Core Sample, each (ASTM D6827)	\$ 75.00
	70343	Pernoxalinity (ASTM D5994)	\$ 475.00	75066	Marshall Stability and Flow, Pre-Mixed, 3 Inquiries (ASTM D6825, ASTM D6827)	\$ 200.00
	60301	Potential Reactivity, Chemical Method (ASTM C289)	\$ 700.00	75072	Marshall Stability and Flow, with Mixing 3 Inquiries (ASTM D6825, ASTM D6827)	\$ 325.00
	70394	14-Day Exposure, Mortar Bar Expansion Method, Potential Reactivity (ASTM C1260)	\$ 2,400.00	75106	Specimen Pre-Mixed, 3 Inquiries (ASTM D6825, ASTM D5681)	\$ 225.00
	70399	Potential Reactivity, Concrete Bar Expansion, Method (ASTM C1263), 12 months	\$ 2,800.00	75107	Marshall Stability and Flow of 8 Specimen, Pre-Mixed, 3 Inquiries (ASTM D5681)	\$ 415.00
	70396	Potential Reactivity, Concrete Bar Expansion, Method (ASTM C1263), 24 months	\$ 800.00	75063	Moisture Content (CTM 370)	\$ 85.00
	70397	14-Day Exposure, Mortar (ASTM C1681)	\$ 305.00	75065	Moisture Content (ASTM D2910)	\$ 150.00
	70045	14-Day Exposure, Mortar (ASTM C1681)	\$ 365.00	75063	Heinen Mix Design (Excluding Aggregate Quality Tests)	\$ 3,000.00
	70347	Y-R Value, Asphalt (ASTM C1104, CTM 301)	\$ 125.00	75096	Heinen Mix Design, with RAP (Excluding Aggregate Quality Tests - RAP Qualification)	\$ 3,300.00
	70349	Sand Equivalent (ASTM D4151, CTM 217)	\$ 140.00	75084	Heinen Mix Design, with Lime (Excluding Aggregate Quality Tests)	\$ 3,500.00
	70351	Sieve 600 Wash Only (ASTM D140, CTM 202)	\$ 105.00	75097	Marshall Mix Design with RAP (Excluding Aggregate Quality Tests)	\$ 3,000.00
	70353	Sieve with Hydrometer, 3/4" Gravel to Clay (ASTM D422, CTM 203)	\$ 225.00	75094	Heinen Mix Design, Cement Unmixed Mix (Excluding Aggregate Quality Tests)	\$ 4,200.00
	70055	Sieve with Hydrometer, Sand to Clay (ASTM D422, CTM 203)	\$ 215.00	75095	Heinen Mix Design, Cement Unmixed Mix (Excluding Aggregate Quality Tests)	\$ 4,300.00
	70057	Sieve with Hydrometer, Wash (ASTM C136, CTM 202)	\$ 140.00	75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	\$ 3,000.00
	70338	Sieve Analysis, Without Wash (ASTM C136, CTM 202)	\$ 215.00	75097	Marshall Mix Design with RAP (Excluding Aggregate Quality Tests)	\$ 3,300.00
	70360	Sieve Analysis, Split Sieve (ASTM C136, CTM 202)	\$ 215.00	75090	Marshall Mix Design with Lime (Excluding Aggregate Quality Tests)	\$ 3,550.00
	70061	Sieve Analysis, Without Wash, With Cobble (ASTM C136, CTM 202)	\$ 450.00	75093	Superpave Mix Design, Concrete Mix Design (CTM 368, ASTM D1094)	\$ 1,350.00
	70063	Specific Gravity, Sodium or Magnesium Sulfate, 5 Cycles (ASTM C136)	\$ 100.00	75106	Superpave Mix Design (Excluding Aggregate Quality Tests)	\$ 6,000.00
	70365	Specific Gravity and Absorption: Course (ASTM C127, CTM 208)	\$ 185.00	75114	Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests)	\$ 6,200.00
	70367	Specific Gravity and Absorption: Fine (ASTM C126, CTM 207)	\$ 165.00	75115	Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests)	\$ 5,600.00
	70366	Swell-Settlement Potential, One Dimensional (ASTM D5568)	Qualification	76075	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed (ASTHTO 7383, ASTM D6807)	\$ 875.00
	70371	Unconfined Compression (ASTM D2168, CTM 221)	\$ 135.00	75078	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed, 24 Hour Immersion Pre-Mixed (ASTHTO 7383, ASTM D6807)	\$ 1,150.00
	30317	Unit Weight Per Cubic Foot (ASTM C26, CTM 212)	\$ 80.00	75044	Effect of Moisture on Asphalt Paving Mixtures (ASTHTO 7383, ASTM D6807)	\$ 1,500.00
	30316	Viscosity in Aggregate with Known Specific Gravity (ASTM C226, CTM 212)	\$ 80.00	75065	Effect of Moisture on Asphalt Paving Mixtures, One Phase Three Order (ASTHTO 7383, ASTM D6807)	\$ 1,700.00

Jack Code	Gumite and Shotcrete Tests	Rate
20361	Core Compression Including Trimming (ASTM C42)	\$ 55.00
20363	Compression: 6" x 12" Cylinders	\$ 32.00
20365	Compression: Cubes (Includes Saw Cutting)	\$ 74.00



TWINING

Task Code	Machining and Preparation of Tensile and Bend Samples, Carbon Steel	Rate
20751	Machines Initial Preparation from Mock-up, Etc. (Per Hour)	\$ 50.00
20753	Special to Overall Width (Per 0.5" Thickness or Fraction Thereof)	\$ 40.00
20755	Machine to Test Configuration, Mild Steels (Per 0.5" Thickness or Fraction Thereof)	\$ 50.00
20757	Machine to Test Configuration, Hardened Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 110.00
20759	Prepares Subsize Specimens (Per 0.5" Thickness or Fraction Thereof)	\$ 72.00
Task Code	Charpy Impact	Rate
20821	Charpy Impact Ambient Temperature, per sample (Average of 3 Samples Typically Required)	\$ 70.00
20823	Charpy Impact Reduced Temperature, per sample (Average of 3 Samples Typically Required)	\$ 90.00
Task Code	Machining of Charpy Samples, Carbon Steel	Rate
20780	Cutting and Milling (Per 0.5" or Fraction Thereafter) (Average of 3 Samples Typically Required)	\$ 72.00
20783	Final Machining to Sample Configuration (Average of 3 Samples Typically Required)	\$ 82.00
Task Code	Prestraining Wires and Tendons, ASTM A416	Rate
20701	Stress-Strain Analysis, Wire or Straps (Including Chart and Percent Offset)	\$ 170.00
20703	Tensile Test Only	\$ 125.00
20705	Tendons	Quotation
Task Code	Polymer Matrix Composite Materials (Fiberglass)	Rate
20706	Tensile Strength - Set of 5 Specimens/Batch (ASTM D3039)	\$ 1,350.00
20707	Tensile Strength - Additional Specimens (ASTM D3039)	\$ 250.00
20708	Preparation Time - Per 24 hr period (ASTM D3039)	\$ 65.00
Task Code	Calibration Services and Universal Machine Usage	Rate
20801	Calibration/Verification Services	Quotation
20803	Universal Test Machine Usage (Per Hour)	\$ 250.00
Task Code	Ceramic Tile Testing Division	Rate
20805	The Ceramic Tile Institute of America (CTIA) and Twining worked together to advance and develop technology designed to enhance the quality of materials and workmanship in the ceramic tile industry. A separate schedule of fees for these services is available upon request.	Quotation
20807	Cyclic and Fatigue Testing Programs on Special Products/Parts	Quotation
20809	Engineering and Technical supports Design of Prototypes and Special Fabrication/Chapling Full Test's Program Per New Regulations, Tension, Tension/Bend, Shear, Double Shear, S. Compressions	Quotation
20811	Fiberglass/Composite Materials Field Testing Program (ASTM D3039, D143, D4623, D2584, D4476, D1242, D7901, D7921, and D7352)	Quotation
20813	Field Testing of Structures and Structural Elements	Quotation
20815	In-Pace Shear Testing	Quotation
20817	Materials and/or Product Evaluation, the Specifications	Quotation
20819	Structural Dynamic Testing and Durability Analysis	Quotation

## General Conditions

NOTE: Field inspection work conditions are established by contract with Operating Engineers, Local 12.  
NOTE: A minimum of 24 hours notice is required for testing and inspection services.

### Administrative Fees

All administrative costs including report duplication and the Twining Communication system are billed at 4% of monthly invoice total. Note that hard copies of reports will be made available to customers upon request. The administrative fee above will be increased by 1% if additional hard copies of reports are requested.

### Minimum Charges (Inspector and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)

2-Hour Minimum: Inspector arrives at jobsite, no work to perform.

4-Hour Minimum: 1 to 4 hours of inspection.

8-Hour Minimum: Over 4 hours of inspection.

### Regular Time

The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m.

### Time and One-Half (All Types of Inspection)

All shifts will be billed based on the time and date of their start. Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday.

Time and one-half will also be charged for any time before 5:00 a.m. and after 5:00 p.m.

### Double Time (All Types of Inspection)

All shifts will be billed based on the time and date of their start. After the first 12 hours worked Monday through Saturday, all day Sunday, holidays, and the first Saturday following the first Friday in June and December. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

### Meal Period

When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

### Shift Differential

A \$1.00 per hour shift differential premium will be charged for all inspection hours that fall outside of the 5:00 a.m. to 5:00 p.m. time period. Twining will require 48-hour notice prior to beginning a shift that will include hours falling outside this time period. Should this notice not be provided, all work performed on that shift will be billed at the overtime rate.

If three shifts per day are required, the first shift will be billed at the standard rate. The second shift will be billed in accordance with the previous paragraph.

The first shift shall be billed at 8 hours for the first 6 1/2 hours worked and overtime for all hours thereafter.





## General Conditions, continued

**Travel Time and Mileage**  
Twining's standard rate for the nearest Twining facility, \$0.60 per excess mile to and from the project will be charged for inspectors and technicians. Other than for projects in excess of 100 miles, Twining will not be charged for travel time and mileage for inspectors and field technicians. For projects in excess of 100 miles, Twining will be charged for travel time and mileage for inspectors, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

**Saturday Sample Pick-Ups**  
In order to be in strict conformance with testing standards, it may be required that Saturday pick-ups be performed (e.g., concrete specimens cast on Friday must be picked up on Saturday in order to be in conformance with testing standards). Twining will be charged for the cost of the Saturday pick-up (including labor and materials) and Twining will be charged for the cost of the Saturday pick-up (including labor and materials). Twining will not be responsible for any negative consequences.

**Remote Jobs**  
For projects in excess of 100 miles from Twining, travel time will be charged at the relevant straight time rate.

**Unrecoverable Expenses**  
Parking, air fare, car rental, food and lodging, etc., will be charged at cost plus 15% per processed invoice, unless provided by client.

**Substance**  
Substance on remote jobs will be charged per quotation.

**Laboratory Testing Hours**  
Please note that laboratory testing will be based on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge will be applied for the laboratory technician. 1.5 x regular test rate will be charged for each hour.

**Charges for Subcontracted Services**  
Material sent to outside laboratory for testing: Cost plus 20%  
Material sent to outside fabricator or machine shop: Cost plus 20%  
Call-in beam inspection: Cost plus 20%  
Other subcontractors: Cost plus 20%  
Project exclusive instrument purchases: Cost plus 20%

**Limit of Liability**  
All contracts are subject to error and omissions coverage limits of \$50,000.00, or contract amount whichever is greater. Higher limits available by quotation.

**Certified Payroll**  
Certified payroll will be provided, upon request, at an additional charge of \$100.00/month.

**Final Reports Required by Jurisdiction**  
If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will usually require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

**Terms of Payment**  
Fees charged for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and a finance charge of 15% per month will be added to the unpaid balance (APR 14%).

All invoice errors or necessary corrections shall be brought to the attention of Twining within 15 days of receipt of invoice. Thereafter, customer acknowledgment involves a corrected and valid invoice. Twining reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire outstanding balance shall be due and payable immediately. Twining will not be responsible for any expenses incurred by the customer in the event of a non-payment of any invoice arising from or related to any agreement to provide services whether verbal or written. The prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorney fees and all other related expenses in such litigation. Additionally, in the event of a non-

**Specimen Disposal**  
Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made.

**Oversize Specimens**  
An extra charge will be made when test specimens require more than one person to handle due to size or weight.

### EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)  
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant TEC (Subconsultant) Contract No. PW13981 Date 06/17/2015

	FRINGE BENEFIT %	+	OVERHEAD %	+	GENERAL ADMINISTRATION %	=	COMBINED%
NORMAL		+		+		=	110.0%
OVERTIME		+		+		=	110.0%
			FEE %	9%			

#### BILLING INFORMATION

#### CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual hourly rate <sup>3</sup>	% or \$ increase	Hourly rate - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Engineer - Wendell Taylor	\$ 165	\$ 165	\$ 165	5/1/2014	12/31/2014	\$ 72.12		
	\$ 173	\$ 173	\$ 173	1/1/2015	12/31/2015	\$ 75.73	5%	
	\$ 182	\$ 182	\$ 182	1/1/2016	12/31/2016	\$ 79.51	5%	
	\$ 191	\$ 191	\$ 191	5/5/2245	12/31/2017	\$ 83.49	5%	
Principal engineer - Thomas Frey	\$ 183	\$ 183	\$ 183	5/1/2014	12/31/2014	\$ 80.00		
	\$ 192	\$ 192	\$ 192	1/1/2015	12/31/2015	\$ 84.00	5%	
	\$ 202	\$ 202	\$ 202	1/1/2016	12/31/2016	\$ 88.20	5%	
	\$ 212	\$ 212	\$ 212	1/1/2017	12/31/2017	\$ 92.61	5%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate \* (1 + ICR) \* (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (\*) • For "Other Direct Costs" listing, see page 2 of this Exhibit

# **EXHIBIT 10-H COST PROPOSAL**

Specific Rate of Compensation (use for on-call or as-needed contracts)  
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant TEC (Subconsultant) Contract No. PW13981 Date 06/17/2015

## **SCHEDULE OF OTHER DIRECT COST ITEMS**

SUBCONSULTANT - EarthSpecives				SUBCONSULTANT - Kean-ton				SUBCONSULTANT -			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Gamma-Gamma	66	\$ 2.01	\$ 133	Atterburg Limit	8	74.75	\$ 598				
Cross-Hole Sonic Logging	25	\$ 103.50	\$ 2,588	Specific Gravity	10	102.172	\$ 1,022				
Bearing Graph	10	\$ 460.00	\$ 4,600	Sand Equivalent	9	52.9	\$ 476				
Penetration Analysis	2	\$ 690.00	\$ 1,380	Soil Cerosivity Package	21	\$ 59.80	\$ 1,256				
CAPWAO-Analysis	2	\$ 402.15	\$ 804	Calcium Carbonate Co	19	402.5	\$ 7,648				
Engineer - Wendell Taylor	2	\$ 747.50	\$ 1,495								
			\$ 11,000				\$ 11,000				\$ -
Principal engineer - Thomas Frey				SUBCONSULTANT #1 ODCs = \$11,000				SUBCONSULTANT #2 ODCs = NA			

### **IMPORTANT NOTES:**

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

### EXHIBIT 10-H COST PROPOSAL

Specific Rate of Compensation (use for on-call or as-needed contracts)  
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant C&L Drilling (Subconsultant) Contract No. PW13981 Date 06/17/2015

	FRINGE BENEFIT %	+	OVERHEAD %	+	GENERAL ADMINISTRATION %	=	COMBINED%
NORMAL		+		+		=	110.0%
OVERTIME		+		+		=	110.0%
			FEE %	9%			

#### BILLING INFORMATION

#### CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual hourly rate <sup>3</sup>	% or \$ increase	Hourly rate - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Rotary Wash Drill Crew*	\$ 365	\$ 416	\$ 481	5/1/2014	12/31/2014	\$ 159.50		
	\$ 380	\$ 433	\$ 501	1/1/2015	12/31/2015	\$ 166.00	5%	
	\$ 399	\$ 455	\$ 526	1/1/2016	12/31/2016	\$ 174.30	5%	
	\$ 419	\$ 477	\$ 552	1/1/2017	12/31/2017	\$ 183.02	5%	
Bucket Rig Drill Crew*	\$ 305	\$ 360	\$ 425	5/1/2014	12/31/2014	\$ 133.30		
	\$ 320	\$ 378	\$ 446	1/1/2015	12/31/2015	\$ 139.97	5%	
	\$ 336	\$ 397	\$ 469	1/1/2016	12/31/2016	\$ 146.96	5%	
	\$ 353	\$ 417	\$ 492	1/1/2017	12/31/2017	\$ 154.31	5%	

- Names and classifications of consultant (key staff) team members must be listed. Provide sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate \* (1 + ICR) \* (1 + Fee). Agreed upon billing rates are not adjustable for the term of the contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (\*)
- For "Other Direct Costs" listing, see page 2 of this Exhibit

# **EXHIBIT 10-H COST PROPOSAL**

Specific Rate of Compensation (use for on-call or as-needed contracts)  
(Construction Engineering and Inspection Contracts)

Consultant or Subconsultant C&L Drilling (Subconsultant) Contract No. PW13981 Date 06/17/2015

## **SCHEDULE OF OTHER DIRECT COST ITEMS**

SUBCONSULTANT - C & L Drilling				SUBCONSULTANT -				SUBCONSULTANT -			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Special Tooling				Special Tooling				Special Tooling			
	0	\$ -	\$ -	A. NA				A. NA			
Please see the attached	0	\$ -	\$ -	B.				B.			
Schedule of Fee	0	\$ -	\$ -	C.				C.			
Travel	0	Actual		Travel				Travel			
A. Rotary Wash	10	\$ 305.00	\$ 3,050.00	A.				A.			
B. Bucket Rig	10	\$ 250.00	\$ 2,500.00	B.				B.			
C.	0	\$ -	\$ -	C.				C.			
			\$ 5,550.00				\$ -				
PRIME TOTAL ODCs = \$5,550				SUBCONSULTANT #1 ODCs = \$0				SUBCONSULTANT #2 ODCs = \$0			

### **IMPORTANT NOTES:**

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoices).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DEA) requirements.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

C L Drilling Co.  
 600 East Lambert Road  
 La Habra, CA 90831  
 (562) 687-7716

Rates as of Jan 1, 2014

(Rotary Wash)

Regular Rate	\$	270.00	per hour
Regular Overtime	\$	306.00	per hour
Travel	\$	286.00	per hour
Prevailing Wage	\$	360.00	per hour
Prevailing Wage Overtime	\$	416.00	per hour
Prevailing Wage Double Time	\$	481.00	per hour

(Bucket Rig)

Regular Rate	\$	260.00	per hour
Regular Overtime	\$	280.00	per hour
Travel	\$	250.00	per hour
Prevailing Wage	\$	296.00	per hour
Prevailing Wage Overtime	\$	360.00	per hour
Prevailing Wage Double Time	\$	426.00	per hour

Support Truck Mix	\$	180.00	Daily
Pitcher Barrel Rental	\$	210.00	Daily
Subsistence (2-Man Crew)	\$	240.00	Daily
Standby	\$	Same as Drill Rate	
Trailer	\$	125.00	Daily
Drums	\$	52.00	Each
Roller Mill Wear (Not wear per day) 100%	\$	365.00	Daily
Bentonite	\$	16.00	per bag
Cement	\$	17.00	per bag
Sand	\$	16.00	per bag
Bentonite Chips	\$	16.00	per bag
Asphalt	\$	16.00	per bag
Rapid Set	\$	28.00	per bag
Road Box 6"	\$	68.00	Each
2" Screen	\$	4.15	per foot
2" Pipe	\$	3.16	per foot
2" 8Hp Cope	\$	2.40	Each
2" Threaded Cope	\$	10.00	Each
Sampler Rental	\$	35.00	Daily
Generator	\$	130.00	Daily

\* Rates will escalate at the rate of 4% annually beginning January 1, 2015

**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of 4.14 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-01 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-02 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

**4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## **5. RESOURCES**

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
  - 2. Click on Search for a DBE Firm link;
  - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

## **6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

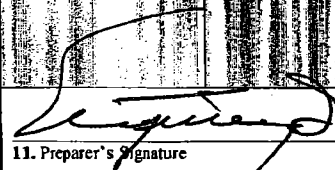


purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

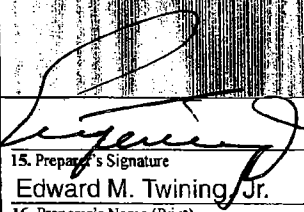
(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>Los Angeles County, Department of Public Works</u>			
2. Project Location: <u>TBD</u>			
3. Project Description: <u>TBD</u>			
4. Consultant Name: <u>Twining, Inc.</u>			
5. Contract DBE Goal %: <u>4.14%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Geotechnical drilling	C&L Drilling Co.	8268	2.14%
Various testing services	TEC Management Cons. Inc.	31859	2.00%
Local Agency to Complete this Section		10. Total % Claimed	
16. Local Agency Contract Number: <u>PW13981</u>		 11. Preparer's Signature <u>Edward M. Twining, Jr.</u> 12. Preparer's Name (Print) CEO 13. Preparer's Title	
17. Federal-aid Project Number: <u>TBD</u>			
18. Proposed Contract Execution Date: <u>August 31, 2015</u>			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: <u>WALTER K. JOHNSON</u> 19. Local Agency Representative Name (Print)		14. Date: <u>9/15/14</u> 15. (Area Code) Tel. No.: <u>562.426.3355</u>	
<u>[Signature]</u> 20. Local Agency Representative Signature			
<u>4/26/15</u> 21. Date			
<u>SWAN EMBRETTING WELCH III</u> 22. Local Agency Representative Title		<u>(626) 458-1141</u> 23. (Area Code) Tel. No.	

Distribution: (1) Original – Consultant submits to local agency with proposal  
 (2) Copy – Local Agency files

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION**

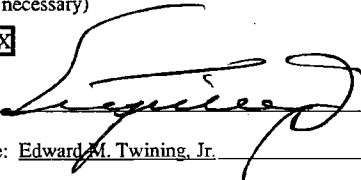
(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: <u>Los Angeles County, Department of Public Works</u>			
2. Project Location: <u>TBD</u>			
3. Project Description: <u>TBD</u>			
4. Total Contract Award Amount: \$ <u>TBD</u>			
5. Consultant Name: <u>Twining, Inc.</u>			
6. Contract DBE Goal %: <u>4.14%</u>			
7. Total Dollar Amount for all Subconsultants: \$ <u>TBD</u>			
8. Total Number of all Subconsultants: <u>1</u>			
<b>Award DBE/DBE Information</b>			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Geotechnical drilling	C&L Drilling / 562.691.3533	8268	2.14%
Various testing services	TEC Mgmt / 800.509.1542	31859	2.00%
<b>Local Agency to Complete this Section:</b>		13. Total Dollars Claimed	14. Total % Claimed
20. Local Agency Contract Number: <u>PW13981</u>		\$ <u>TBD</u>	4.14%
21. Federal-aid Project Number: <u>TBD</u>			
22. Contract Execution Date: <u>August 31, 2015</u>		 15. Preparer's Signature <b>Edward M. Twining, Jr.</b> 16. Preparer's Name (Print) <b>CEO</b> 17. Preparer's Title <b>9/15/14</b> <b>562.426.3355</b> 18. Date      19. (Area Code) Tel. No.	
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) <u>MICHAEL K. JOHNSON</u>			
24. Local Agency Representative Signature <u>[Signature]</u> 25. Date <u>4/26/15</u>			
26. Local Agency Representative Title <u>SVP, ENGINEERING &amp; CONSTRUCTION III</u>		27. (Area Code) Tel. No. <u>(626) 458-1141</u>	
<b>Caltrans to Complete this Section</b>			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print)	29. DLAE Signature	30. Date	

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
 (2) Copy – Include in award package sent to Caltrans DLAE  
 (3) Original – Local agency files

**EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <span style="border: 1px solid black; padding: 2px;">NA</span> <input type="checkbox"/> b. grant <input type="checkbox"/> c. loan guarantee <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan insurance <b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subcontractor <span style="border: 1px solid black; padding: 2px;">NA</span> Tier _____, if known Congressional District, if known	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <span style="border: 1px solid black; padding: 2px;">NA</span> <input type="checkbox"/> b. initial award <input type="checkbox"/> c. <del>cost award</del> <b>5. If Reporting Entity in No. 4 is Subcontractor:</b> <b>Enter Name and Address of Prime:</b> <span style="border: 1px solid black; padding: 2px;">NA</span> Congressional District, if known	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <span style="border: 1px solid black; padding: 2px;">NA</span> <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____ <b>6. Federal Department/Agency:</b> <span style="border: 1px solid black; padding: 2px;">NA</span> <b>7. Federal Program Name/Description:</b> <span style="border: 1px solid black; padding: 2px;">NA</span> CFDA Number, if applicable _____ <b>8. Federal Action Number, if known:</b> NA <b>9. Award Amount, if known:</b> NA
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) NA (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)  <b>12. Amount of Payment (check all that apply)</b> \$ NA <input type="checkbox"/> actual <input type="checkbox"/> planned <b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____ <b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <span style="border: 1px solid black; padding: 2px;">NA</span> <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____ <b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b> (attach Continuation Sheet(s) if necessary)	
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature:  Print Name: <u>Edward M. Twining, Jr.</u> Title: <u>CEO</u> Telephone No.: <u>562-426-3355</u> Date: <u>01/21/2015</u>		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 04-28-06

**EXHIBIT 15-H DBE INFORMATION—GOOD FAITH EFFORTS**

**DBE INFORMATION - GOOD FAITH EFFORTS**

~~The County of Department of Public Works has established a Disadvantaged Business Enterprise (DBE) goal of 4.14% for contracts under the As-Needed Materials Testing, Pavement Mix Design, and Inspections Services. The information provided herein shows that a good faith effort was made.~~

Consultants shall submit the following information to document adequate good faith efforts. Consultant should submit the following information even if the "Local Agency Consultant Proposal DBE Commitment" form (Exhibit 10-01) indicates that the proposer has met the DBE goal.

**Submittal of only the "Local Agency Consultant Proposal DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.**

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the Consultant (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
Compliance News Magazine	8/29/14

- B. The names and dates of written notices sent to certified DBEs soliciting proposals for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
C & L Drilling, Co.	9/2/14	Email, 9/10/14 & 9/11/14
TEC Management	9/8/14	Email, 9/9/14 & 9/10/14

Exhibit 15-H  
DBE Information - Good Faith Effort

- C. The items of work which the proposer made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the proposer with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Proposer Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Geotechnical drilling	N	N/A	TBD	2.14%
Various testing svcs	N	N/A	TBD	2.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the proposer's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the proposer's rejection of the DBEs:

Not Applicable

Names, addresses and phone numbers of firms selected for the work above:

C & I Drilling, Co., 600 E Lambert Rd, La Habra, CA, 562.691.3533  
TEC Management, 510 S. La Brea Ave., Inglewood, CA, 800.509.1542

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

Not Applicable

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or ~~related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:~~

Not Applicable

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
-----------------------------	------------------------	---------

Not Applicable

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

See following pages

**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**EXHIBIT 15-H DBE INFORMATION - GOOD FAITH EFFORTS**

**DBE INFORMATION - GOOD FAITH EFFORTS**

The County of Department of Public Works has established a Disadvantaged Business Enterprise (DBE) goal of 4.14% for contracts under the As-Needed Materials Testing, Pavement Mix Design, and Inspections Services. The information provided herein shows that a good faith effort was made.

Consultants shall submit the following information to document adequate good faith efforts. Consultant should submit the following information even if the "Local Agency Consultant Proposal DBE Commitment" form (Exhibit 10-01) indicates that the proposer has met the DBE goal.

Submittal of only the "Local Agency Consultant Proposal DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the Consultant (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____



**Exhibit 15-H**  
**DBE Information -Good Faith Effort**

- C. The items of work which the proposer made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the proposer with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.**

Items of Work	Proposer Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the proposer's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:**

Names, addresses and phone numbers of rejected DBEs and the reasons for the proposer's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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- F. ~~Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:~~

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- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.**



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**Leslie Pringle**

**From:** Leslie Pringle  
**Sent:** Wednesday, September 10, 2014 2:18 PM  
**To:** 'cldrilling@aol.com'  
**Cc:** Paul Soltis  
**Subject:** LADPW - Drilling Sub Needed  
**Attachments:** Jury Service Program.pdf

**From:** **Recipient:**  
**To:** 'cldrilling@aol.com'  
**From:** Paul Soltis

**Delivery:**  
**Delivered:** 9/10/2014 2:19 PM

Lloyd asked me to email you. We would like to include C&L Drilling on our team for a proposal with LA County. Will you send me a signed jury service form (attached) and a copy of your Caltrans DBE certification?

I need these both by tomorrow.

Leslie Pringle, MBA  
*Director of Business Development*  
**Twining, Inc.**  
*Tomorrow's Solutions Today*  
2883 East Spring Street, Suite 300  
Long Beach, CA 90806  
562.426.3355 phone  
562.426.6424 fax  
lpringle@twininginc.com  
www.twininginc.com





**Leslie Pringle**

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**From:** CLDRILLING@aol.com  
**Sent:** Thursday, September 11, 2014 9:56 AM  
**To:** Leslie Pringle  
**Subject:** Re: LADPW - Drilling Sub Needed  
**Attachments:** twining inc001.pdf

~~In a message dated 9/10/2014 2:15:37 P.M. Pacific Daylight Time, [L.Pringle@twininginc.com](mailto:L.Pringle@twininginc.com) writes:~~



---

**Leslie Pringle**

**From:** Leslie Pringle  
**Sent:** Tuesday, September 09, 2014 4:17 PM  
**To:** 'lcoffey@teccm.com'  
**Subject:** LADPW - DBE Subconsulting Request

**Good Afternoon Mr. Coffey,**

**Twining asked me to give you a call. I would like to include TEC on a proposal I'm working on for LADPW. Are you interested in joining our team?**

**Leslie Pringle, CEO  
Director of Business Development  
Twining, Inc.**

*Tomorrow's Solutions Today*  
2883 East Spring Street, Suite 300  
Long Beach, CA 90806  
562.426.3355 phone  
562.426.6424 fax  
lpringle@twininginc.com  
www.twininginc.com





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**Leslie Pringle**

**From:** Leslie Pringle  
**Sent:** Wednesday, September 10, 2014 9:29 AM  
**To:** 'Tim Coffey'  
**Subject:** RE: LADPW - DBE Subconsulting Request  
**Attachments:** LADPW - Mat Testing, Pavement Mix Design, & Inspection.pdf

Tim

I'm available anytime this morning before 11:30 to discuss. I have attached a copy of the RFP for your review.

**Leslie Pringle, MBA**  
*Director of Business Development*  
Twining, Inc.  
*Tomorrow's Solutions Today*  
2883 East Spring Street, Suite 300  
Long Beach, CA 90806  
562.426.3355 phone  
562.426.6424 fax  
lpringle@twininginc.com  
www.twininginc.com



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**From:** Tim Coffey [mailto:TCoffey@TECCM.com]  
**Sent:** Wednesday, September 10, 2014 1:24 AM  
**To:** Leslie Pringle  
**Subject:** Re: LADPW - DBE Subconsulting Request

Leslie,

Thanks for reaching out.

What's a good time to talk?

Please send over the RFP.



Thanks,

Tim Coffey  
Chairman/CEO  
TEC Constructors and Engineers  
1/213/598/1285  
[www.teccm.com](http://www.teccm.com)

On Sep 5, 2014, at 4:16 PM, "Leslie Pringle" <[LPringle@twininginc.com](mailto:LPringle@twininginc.com)> wrote:

~~Good Afternoon, Mr. Coffey,~~

Butch Twining asked me to give you a call. I would like to include TEC on a proposal I'm working on for LAPV. Are you interested in joining our team?

Leslie Pringle, MBA  
*Director of Business Development*  
**Twining, Inc.**  
*Tomorrow's Solutions Today*  
2883 East Spring Street, Suite 300  
Long Beach, CA 90806  
562.426.3355 phone  
562.426.6424 fax  
[lpringle@twininginc.com](mailto:lpringle@twininginc.com)  
[www.twininginc.com](http://www.twininginc.com)  
<image001.png><image002.jpg>



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**Leslie Pringle**

**From:** Leslie Pringle  
**Sent:** Wednesday, September 10, 2014 1:07 PM  
**To:** 'James Odhiambo'  
**Cc:** Tim Coffey  
**Subject:** RE: LADPW Proposal  
**Attachments:** Jury Service Program.pdf

Thank you James.

Here's what we'll need from TEC:

- Signed, completed Jury Service Form (see attached)  
A copy of your Caltrans DBE certification
- Any additional DBE certifications you have
- 1 page profile on TEC
- Accolades/Awards write-up on TEC, such as the one we discussed from the City of Los Angeles

If you can have them to me by tomorrow, that would be wonderful. Welcome to our team!

Leslie Pringle, MBA  
Director of Business Development  
Twining, Inc.

*Tomorrow's Solutions Today*  
2883 East Spring Street, Suite 300  
Long Beach, CA 90806  
562.426.3355 phone  
562.426.6424 fax  
lpringle@twininginc.com  
www.twininginc.com







**EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

1. Local Agency Contract Number: PW13981	2. Federal-Aid Project Number: N/A	3. Local Agency: Los Angeles County DPW	4. Contract Completion Date: N/A			
5. Contractor/Consultant: Twining, Inc.	6. Business Address: 2883 East Spring Street, Suite 300, Long Beach, CA 90806	7. Final Contract Amount: N/A				
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments	13. Date Work Completed	14. Date of Final Payment
N/A	Drilling	C&L Drilling 600 E Lambert Road, La Habra, CA	8268	Non-DBE N/A	N/A	N/A
N/A	Material Testing and Inspection	TEC Management 510 S La Brea Ave, Inglewood, CA	31859	N/A	N/A	N/A
15. ORIGINAL DBE COMMITMENT AMOUNT \$ 4.14%			16. TOTAL	N/A	N/A	

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comment on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

17. Contractor/Consultant Representative's Signature 		18. Contractor/Consultant Representative's Name Edward Twining, Jr.	19. Phone 562.426.3355	20. Date 8/17/15
I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND TRUE.				
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED				
21. Local Agency Representative's Signature 		22. Local Agency Representative's Name	23. Phone	24. Date

**DISTRIBUTION: Original – Local Agency. Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures**

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY-711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**Exhibit 17-O**  
**Disadvantaged Business Enterprises (DBE) Certification Status Change**

[illegible]

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