

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of January, 2015.

BY AND BETWEEN

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

AND

MLA GREEN, INC. DOING BUSINESS AS  
MIA LEHRER + ASSOCIATES,  
hereinafter referred to as Consultant,

COUNTY has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide as-needed landscape architectural/engineering design services.

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. 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 Dollars (\$1,000,000) in the manner set forth immediately below and according to the hourly fee schedule attached to this Agreement as **Attachment 4**.

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 \$1,000,000. **No payments shall be made prior to verification and approval by Director of any work. No payments shall be made prior to execution by Director of this contract. 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 4).** 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 \$1,000,000, Supplemental Consultant Services may be required at COUNTY'S discretion, upon prior written authorization by Director, and will be based on Consultant's fee schedule attached to this Agreement as **Attachment 4**.
- c. COUNTY shall limit Cost of Living Adjustments (COLAs) to the lesser of: 1) the average salary increase or decrease granted to COUNTY employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange COUNTY, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this CONTRACT to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, Consultant will not receive a COLA for the CONTRACT period which coincides with that fiscal year.
- 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 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 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, mileage and travel-related expenses will not be reimbursed unless pre-authorized by the County Project Manager. If mileage is pre-authorized by the County Project Manager, mileage will be reimbursed at the current IRS rate. County will not reimburse Consultant for subsistence.**

i. **ALLOWABLE COSTS AND PAYMENTS FOR THIS ON-CALL CONTRACT:**

A. Specific projects will be assigned to the CONSULTANT through issuance of Task Orders.

B. After a project to be performed under this contract is identified by the COUNTY, the 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 the

CONSULTANT for review. The 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 the COUNTY and the CONSULTANT.

C. The CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's Cost Proposal (Attachment 4). 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 Agreement.

D. In addition, the 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 this Agreement.

F. When milestone cost estimates are included in the approved Cost Proposal, the CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract 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. The CONSULTANT shall not commence performance of work or services until this contract has been approved by the COUNTY, and notification to proceed has been issued by the COUNTY'S Contract 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 the COUNTY and signed by an authorized representative of the COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the COUNTY.

J. The CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY'S Contract 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 the 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 the COUNTY that include any equipment purchased

under the provisions of Article 47 Equipment Purchase of this contract, must be reimbursed by the Consultant prior to the expiration or termination of this contract. Invoices shall be mailed to the COUNTY's Contract Manager at the following address:

*COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS/MIE JONESS*

900 South Fremont Avenue, Alhambra, CA 91803

K. The total amount payable by the COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

L. The total amount payable by the COUNTY for all Task Orders resulting from this contract shall not exceed \$ (\$1,000,000). 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.

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. Term and Termination

The term of this AGREEMENT shall commence on the date of the full execution of the contract unless otherwise modified, and shall extend for a period of three years from such commencement date. The CONTRACT includes two one-year extension options, which may be exercised at the sole discretion of the COUNTY. The expiration of the Agreement is subject to the following condition: Where services for a given project have been authorized by the County but are not completed by the Consultant prior to the stated expiration date, the expiration date of the Agreement will be automatically extended solely to allow for the completion of such services. COUNTY may, at its sole option and discretion, cancel or terminate this AGREEMENT, without any liability other than payment for work already performed, up to the date of termination by giving **thirty (30) calendar days** written notice of such termination to Consultant. Consultant shall be paid the reasonable value of its services rendered. 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.

### **PERFORMANCE PERIOD**

- A. This contract shall go into effect on January 19, 2015, contingent upon approval by COUNTY, and the CONSULTANT shall commence work after notification to proceed by the COUNTY'S Contract Manager. The contract shall end on January 18, 2018, unless extended by contract amendment.
- B. The CONSULTANT is advised that any recommendation for contract award is not binding on the COUNTY until the contract is fully executed and approved by the 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 may be extended by contract amendment.

## 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.

9. Indemnification and Insurance

Two alternative Indemnification and Insurance Provisions are set forth in **Attachments 2 and 3** of this AGREEMENT.

Consultant has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1  Alternative 2 \_\_\_\_\_

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 CONTRACT. While COUNTY reserves the right to determine individually that the anti-discrimination provision of the CONTRACTS have 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 CONTRACT.

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

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.

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 is concerning or 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

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.

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 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

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 CONTRACT 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 CONTRACT.

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 (213) 974-0914 or (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.

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 CONTRACT 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 CONTRACT 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 CONTRACT. Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, 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. COUNTY'S DISTRICT Attorney will supply Consultant with the poster to be used.

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 (213) 974-0914 or (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 GAIN/GROW Program Participants for Employment

Should Consultant require additional or replacement personnel after the effective date of this AGREEMENT, Consultant shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants by job category to Consultant.

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, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

26. COUNTY Rights

The COUNTY may employ, either during or after performance of this CONTRACT, 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 CONTRACT 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 must comply with all applicable prevailing wage requirements. The subject project is a public work as defined in Section 1720 of the California Labor Code.

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 the CONTRACT. It is the COUNTY'S policy to conduct business only with responsible consultants.

b. The 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 CONTRACT, 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. The 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 Consultant Hearing Board.

e. The Consultant 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 Consultant 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 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

Consultant 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 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 Consultant 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 Consultant Hearing Board will provide notice of the hearing on the request. At the hearing, the Consultant 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 Consultant Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Consultant Hearing Board shall present its proposed decision and recommendation 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 Consultant Hearing Board.

i. These terms shall also apply to subconsultants of COUNTY Consultants.

### 31. Compliance with Jury Service Program

This CONTRACT is subject to provisions of the COUNTY'S ordinance entitled Consultant 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 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 CONTRACT, 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 the 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 demonstrate 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 CONTRACT may constitute a material breach of the 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.

32. 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.

33. Notice to Employees Regarding the Safely Surrendered Baby Law

The 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.

The Consultant acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the 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.

34. 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.

35. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor 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 contractor qualifies for an exemption or exclusion, contractor 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.

36. Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Defaulted Property Tax Reduction Program

Failure of contractor 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 contractor to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

37. Disadvantaged Business Enterprise (DBE) Participation

a. The Consultant shall ensure that certified DBE firms have the opportunity to participate in the performance of the contract, and shall take all necessary and reasonable steps for such assurance.

b. This Agreement 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.

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

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

38. DBE Records

a. The Consultant shall maintain records of materials purchased and/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.

b. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" CEM-2402F (Exhibit 17-F in Chapter 17 of the Local Assistance Procedures Manual), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract 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 the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

c. Prior to the fifteenth of each month, the Consultant shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

d. The Consultant shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Consultant by the Agency's Contract Manager.

39. DBE Certification and De-certification Status

a. If a DBE subConsultant is decertified during the life of this Agreement, the decertified subConsultant shall notify the Consultant in writing with the date of de-certification. If a subConsultant becomes a certified DBE during the life of this Agreement, the subConsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the County within 30 days.

40. When Reporting DBE Participation, Material or Supplies purchased from DBEs may count as follows:

a. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. 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 Agreement and of the general character described by the specifications.

b. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. 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 Agreement, 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.

#### 41. Cost Principles

- 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 the COUNTY.

#### 42. Contingent Fee

a. The 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 the Consultant for the purpose of securing business. For breach or violation of this warranty, the 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.

43. Retention of Records/Audit

a. 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; the Consultant, subConsultants, and the COUNTY shall maintain 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, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

b. Subcontracts in excess of \$25,000 shall contain this provision.

44. 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 the COUNTY AUDITOR-CONTROLLER.

b. Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the 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 the COUNTY will excuse the Consultant from full and timely performance, in accordance with the terms of this contract.

d. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (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 certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, 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 Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by the COUNTY contract 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 the 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 workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

45. Subcontracting

a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the County and any subconsultants, and no subcontract shall relieve the Consultant of their responsibilities and obligations herein. The Consultant agrees to be as fully responsible to the County for the acts and omissions of its subconsultants 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 the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the County's obligation to make payments to the Consultant.

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

c. The 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 the COUNTY, except that, which is expressly identified in the approved cost proposal.

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 subconsultants must be approved in writing by the COUNTY's Contract Administrator prior to the start of work by the subconsultant.

46. Prompt Payment of Funds Withheld to SubConsultants

a. No retainage will be withheld by the Agency 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 subConsultant 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 subcontract performance, or noncompliance by a subConsultant. This provision applies to both DBE and non-DBE prime Consultants and subConsultants.

47. Equipment Purchase

a. Prior authorization in writing, by the COUNTY shall be required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. The 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 the Consultant's cost proposal and exceeding \$5,000 prior authorization by the COUNTY; 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: "The 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, the COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the 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 the COUNTY in an amount equal to the sales price. If the 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 the COUNTY and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.

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

48. Inspection of Work

The Consultant and any subConsultant shall permit the 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.

49. Ownership of Data

Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY; and no further agreement will be necessary to transfer ownership to the COUNTY. The Consultant shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.

50. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, the 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 the Consultant within the immediately preceding two-year period, because of the Consultant's failure to comply with an order of a federal court that orders the Consultant to comply with an order of the National Labor Relations Board.

51. Statement of Compliance

A. The Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the 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 thereunder (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.

## 52. 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 Governmentwide 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.

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

- a. The 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 the 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 contract, grant, loan, or cooperative agreement; the 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, US. 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. The 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.

#### 54. Confidentiality of Data

a. All financial, statistical, personal, technical, or other data and information relative to COUNTY operations, which are designated confidential by the COUNTY and made available to the Consultant in order to carry out this contract, shall be protected by the Consultant from unauthorized use and disclosure.

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

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

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

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

55. Rebates, Kickbacks or Other Unlawful Consideration

The 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.

56. Conflict of Interest

a. The 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. The 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.

b. The 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 agreement.

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

d. The CONSULTANT hereby certifies that neither the CONSULTANT, its employees, nor any firm affiliated with the CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimates for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

e. The CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

f. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within this contract.

57. Non-Discrimination Clause

During the performance of this Agreement, 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. Consultants 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 thereunder (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 Agreement 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.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

58. Time Off for Voting

The 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.

59. 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) 300-2330

CONSULTANT

MLA Green, Inc.  
Doing Business As Mia Lehrer +  
Associates  
3780 Wilshire Boulevard, Suite 250  
Los Angeles, CA 90010  
(213) 384-3844

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

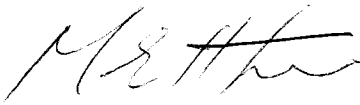
60. Entire AGREEMENT

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

MLA GREEN, INC. DOING BUSINESS AS  
MIA LEHRER + ASSOCIATES

By   
Deputy Director  
Department of Public Works

By   
President

By   
Secretary

APPROVED AS TO FORM:  
MARK J. SALADINO  
County Counsel

By   
Deputy County Counsel

## ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 22, 2014 before me, Maria Guadalupe Gonzalez, Notary  
(insert name and title of the officer)

personally appeared Mia Lehrer,  
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 [Handwritten Signature]

(Seal)

18 December 2014

Gail Farber  
Director of Public Works  
County of Los Angeles  
900 South Fremont Avenue  
Alhambra, CA 91803-1331

Dear Ms. Farber:

MLA Green, Inc. is doing business as Mia Lehrer + Associates as a S-Corporation. The officers of the corporation are:

Mia Lehrer	Chief Executive Officer
	President
	Secretary
	Chief Financial Officer

Mia Lehrer is also the 100% shareholder owner. The above is stated in the Written Consent of Sole Director of MLA Green, Inc., a California corporation document signed and dated on August 31, 2009.

Sincerely,



Mia Lehrer, FASLA  
President

**MIA LEHRER + ASSOCIATES**  
3780 Wilshire Blvd, Suite 250, Los Angeles, CA 90010  
t: 213 384 3844 | [www.mlagreen.com](http://www.mlagreen.com)

January 5, 2015

**ATTACHMENT 1**  
**AS-NEEDED LANDSCAPE ARCHITECTURAL/ENGINEERING DESIGN SERVICES**

The services to be rendered by the Consultant shall be as described in the County's Request for Proposals dated September 6, 2012, the County's Notice To Proposers "A" dated October 4, 2012, the Consultant's proposal dated October 25, 2012, and in the Consultant's cost proposal (**ATTACHMENT 4**), except to the extent they are inconsistent with this attachment and the terms of this Agreement. Consultant's work shall consist of all such services as are customarily rendered when providing as-needed landscape architectural/engineering design services. The work shall include, but not be limited to, the following:

**SCOPE OF SERVICES**

The services to be provided shall include, but not be limited to, the following:

1. General

Landscape Architectural design services shall consist of all such services as are customarily rendered when providing professional design services, and shall include, but not be limited to, the following:

- Program development
- Feasibility studies
- Investigation reports
- Reports on restoration and maintenance
- Conceptual design
- Presentation and rendering drawings
- Graphic design
- Project design – construction documents
- Specifications
- Design reviews (for other consultants)
- Project drafting, including CADD work
- Cost estimating
- Construction support services
- Engineering design in support of landscape projects
- Survey in support of landscape projects
- Trees and other plant evaluation – arborist services
- Soils testing and report
- Environmental documentation preparation and processing in conformance with the California Environmental Quality Act.

2. Provide licensed/certified professional with extensive experience and training in the landscape architectural and various engineering and related disciplines listed below, as support services associated with landscape projects. The County will approve the assigned individuals and the Landscape Architect shall warrant that the individuals shall perform the following tasks:
  - Landscape architecture
  - Architecture
  - Civil engineering
  - Structural engineering
  - Electrical engineering
  - Lands surveyor
  - Geotechnical engineering
  - Mechanical engineering
  - Arborist (minimum of two arborists)
  - Horticulturalist
  - Biologist
  - Graphic artist/rendering artist
  - Soils testing laboratory
3. Provide wet signature and stamp for landscape architectural plans and specifications prepared by currently California licensed Landscape Architect. Other documentation shall be wet signed and wet stamped as appropriate to the registered field.
4. Perform all necessary liaison with Public Works, Architectural Engineering Division, Design and Review Section, Landscape Architectural Unit, either by telephone, mail, or meeting in the Consultant office, and perform all necessary coordination to achieve conformance to the regulations and requirements.
5. Landscape Architect may be requested to visit project site (s), review shop drawings, meet with other County employees and consultants, and perform other tasks pertaining to the design process.
6. Architectural Engineering Divisions' Chief or his designee (professional counterpart) shall have final decision authority over the results of the design services performed by the Landscape Architect and all work performed by the Landscape Architect shall be to the satisfaction of Public Works.
7. Landscape Architect shall be responsible and liable for the work performed by its staff members and consultants will bear full corporate responsibilities for the contracted work.



8. Execute all specification using a computer with a minimum of Microsoft Word 2007 software program. Execute all cost estimating using a computer with minimum of Excel software program. Execute all construction document plans and drawings using CADD format, either AutoCADD with a minimum of revision 2011 or MicroStation V-8i. The final format of documents shall be determined on a project by project basis.

9. All work shall comply with all applicable federal, state, and local laws and regulations.

10. Landscape Architectural/Engineering and Technical Support Services (Staff Extension)

Consultant shall furnish landscape architect, or support staff, as requested, to provide services at Public Works Headquarter building in Alhambra on an as-needed basis. Consultant's staff shall provide landscape architectural services as a member(s) of Public Works Architectural Engineering Division Landscape Architectural Unit.

11. Federal Requirements (Community Development Block Grant, Community Development Commission of the County of Los Angeles)

Consultant shall be qualified to provide services for projects funded by Federal money as outlined by Federal guidelines/requirements.

12. Consultant Responsibility/Liability

The Consultant's monitoring and review of the work of other Consultants and contractors, other than those for which it contracts, shall be performed without the assumption of any responsibility or liability for the Consultants' work. However, the Consultant shall advise Public Works on the adequacy, appropriateness, and accuracy of services provided by other project Consultants.

Consultant's staff assigned to the Public Works Architectural Engineering Division will be responsible for generating and issuing project correspondence, memoranda, transmittals, meeting minutes, scope of work descriptions, requests for information, and related project documents, all of which require review and authorizing signatures. Consultant's staff shall be individually given signature authority levels. This allows Public Works to efficiently use outsourced County architectural engineering activities performed by Consultant in a manner and to the level of authority equal to County employees.

### 13. Personnel/Staffing

The Consultant shall take all formal direction from the County Architectural Engineering staff assigned the responsibility for the respective Consultant staff member. All activities related to overall administration of the Consultant's agreement with the County will be managed by the Unit Head of Architectural Engineering Division or his/her designee. The Consultant may be assigned to work at office space provided at Public Works Headquarters, located at 900 South Fremont Avenue, Alhambra CA 91803. The County will be responsible for the supervision of the work performed by the Consultant's staff hereunder.

#### Consultant's Professional Staff

All professional staff 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, at a minimum, the names and resumes of two candidates 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.

The Consultant shall designate an experienced senior individual as the supervisor/administrator of the Consultant's staff who will be responsible for the delivery of services in accordance with the established scope of services in the Consultant Services Agreement with the County. The Consultant's designated supervisor/administrator shall interact with, and take formal direction from the County Architectural Engineering staff with respect to the delivery of all services under the Consultant Services Agreement.

The Consultant shall designate a single point-of-contact of the Consultant's staff who will be the responsible individual for coordination of the Agreement with the County. The Consultant's designated point-of-contact will interact with the Unit Head of the Architectural Engineering Division or his/her designee with respect to the coordination services under the Agreement. The designated point-of-contact will not be billable for coordinating staffing requirements with the County.

#### Staffing Plan

The Consultant and the County will, from time to time, agree on a staffing plan. The Consultant will be required to periodically modify the staffing plan throughout

the duration of the Agreement to meet changing workload requirements of the County.

The County reserves the right to change personnel from the selected firms, if it is deemed necessary.

## **SCHEDULE**

The term of this AGREEMENT shall commence on the date of the full execution of the contract unless otherwise modified, and shall extend for a period of three years from such commencement date. The CONTRACT includes two one-year extension options, which may be exercised at the sole discretion of the COUNTY. The expiration of the Agreement is subject to the following condition: Where services for a given project have been authorized by the County but are not completed by the Consultant prior to the stated expiration date, the expiration date of the Agreement will be automatically extended solely to allow for the completion of such services.

Work shall be performed on an as-needed basis.

## **COMPENSATION**

The Consultant's total basic service fee shall not exceed \$1,000,000. After issuance of a written Notice to Proceed, the Consultant shall submit monthly invoices for review and approval by the County. The Consultant shall be compensated monthly, based on (milestone completions) work completed and approval by the County. Invoices shall conform to Public Works' Invoicing Instructions and shall not be made more than once per month.

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 schedule (**Attachment 4**) on file with the County. The County shall allow Cost of Living Adjustments to the Consultant's fee schedule as defined in Section 3c of this Contract.

Public Works will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services.

Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred. Reimbursable expenses must have prior written approval of the County Project Manager and will be for actual costs incurred, for which original receipts must be provided as backup to substantiate the charges. Project Manager preapproval in writing will be required for special costs, such as courier/overnight services or outside copying. Public Works will accept no additional markup to these expenses.

As all projects will be located within the County of Los Angeles, mileage and travel-related expenses will not be reimbursed unless pre-authorized by the County Project Manager. **If mileage is pre-authorized by the County Project Manager, mileage will be reimbursed at the current IRS rate. County will not reimburse Consultant for subsistence.**

For staff extension services, as described in Scope of Services Item 10 above, the Consultant shall be compensated for services according to the fee negotiated for each as-needed work assignment, at hourly rates paid according to the rate schedule negotiated for the as-needed contract.

ALTERNATIVE 1

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless COUNTY, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees from and against any and all liability, expense (including defense costs and legal fees), lawsuits, actions, claims, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or subconsultants of any tier.

The foregoing paragraph notwithstanding, Consultant further shall indemnify, defend, and hold harmless COUNTY, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees from and against any Workers' Compensation suits, liability, or expense arising from, or connected with, any services performed pursuant to this AGREEMENT on behalf of Consultant by any person.

Neither the Consultant, nor its agents and subconsultants of any tier, shall be obligated to indemnify the COUNTY and its related persons and entities for liabilities caused by the active negligence of the COUNTY and its related persons and entities. However, this provision does not limit any obligation to insure and defend the COUNTY and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

II. INSURANCE

Without limiting Consultant's indemnification of COUNTY and during the term of this AGREEMENT, Consultant shall provide and maintain, at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and primary to, and not contributing with, any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage shall be delivered to the Department of Public Works, Architectural Engineering Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803, prior to commencing services under this AGREEMENT, shall specifically identify this AGREEMENT, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Consultant to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this AGREEMENT.

A. Liability:

Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
  - a. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.
  - b. If written on a Claims Made Form, the Consultant shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this AGREEMENT.
2. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

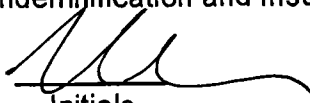
B. Workers' Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar (\$1,000,000) limit, covering all persons the Consultant is legally required to cover.

C. Professional Liability:

Insurance covering liability arising from any error, omission, or negligent act of the Consultant, its officers, or employees with a limit of liability of not less than One Million Dollars (\$1,000,000) per claim or occurrence, and Two Million Dollars (\$2,000,000) in aggregate. If written on a Claims Made Form, Consultant shall continue to provide coverage for this project for a period of two (2) years from the date of termination or completion of this AGREEMENT.

Consultant agrees to the above Indemnification and Insurance Provisions.

  
Initials

ALTERNATIVE 2

INDEMNIFICATION AND INSURANCE PROVISIONS

A. **INSURANCE**: Consultant shall, at its own expense, maintain with insurance companies acceptable to the COUNTY general liability, professional liability, comprehensive automobile liability, and workers' compensation insurance as set forth below:

1. **General Liability Insurance**: The Consultant shall maintain general liability insurance written on a commercial or comprehensive general liability form(s) that include(s) coverage for premises-operations, products/completed operations, contractual liability, broad-form property damage, and personal injury liability. The general liability policy shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

2. **Professional Liability Insurance**: Consultant shall maintain professional liability insurance, including contractual liability coverage, with policy limits of at least One Million Dollars (\$1,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

3. **Comprehensive Automobile Insurance**: The Consultant shall maintain automobile insurance for all owned, non-owned, and hired vehicles with a combined single limit of One Million Dollars (\$1,000,000) per occurrence or accident.

4. **Workers' Compensation Insurance**: The Consultant shall maintain workers' compensation insurance in an amount and form which will meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability Coverage with limits of One Million Dollars (\$1,000,000) per occurrence.

5. **General Conditions Relating to Insurance**:

a. **Additional Insureds**: The COUNTY, DISTRICT, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees ("COUNTY and its related persons and entities") shall be named as additional insureds on each policy, except workers' compensation and professional liability insurance, the Consultant is required to provide under this AGREEMENT. Such insurance shall be primary to, and not contributing with, any other insurance maintained by or for the COUNTY and its related persons and entities.

b. **Waiver of Subrogation**: Each policy obtained by the Consultant to fulfill its obligations under this provision shall contain a provision waiving the right of the insurer to subrogate against the COUNTY and its related persons and entities for any liability covered by the policy.

c. **Claims Made Policies**: If any of the policies obtained by the Consultant to fulfill its obligations under this provision are written on a claims-made basis, the policy shall be endorsed to provide an extended reporting period of not less than two years following the termination of this AGREEMENT or the Consultant's work on the project referred to in this AGREEMENT, whichever is later.

d. **Occurrence Policies**: If any of the policies obtained by the Consultant to fulfill its obligations under this provision are written on an occurrence basis, the policies and any endorsements required by this provision (including, but not limited to, the additional insured endorsements) shall be maintained in full force and effect for a period of not less than two years following the termination of this AGREEMENT or the Consultant's work on the project referred to in this AGREEMENT, whichever is later.

e. **Certificate of Insurance**: Prior to commencing work on the project referred to in this AGREEMENT, the Consultant shall provide to the COUNTY certificate(s) of insurance identifying the insurers, policies, coverages, and limits of liability for the insurance the Consultant is required to provide under this provision. Accompanying the certificate(s) shall be a copy of the required additional insured endorsement(s) to the policies obtained by the Consultant as set forth above.

f. **Notice of Cancellation or Nonrenewal**: Each policy shall require the insurer to give the COUNTY at least 30 days notice of termination of the policy by cancellation, rescission, nonrenewal, or otherwise. Notice shall also be given to COUNTY of any material change in the terms of the coverage required to be maintained by the Consultant under this provision.

g. **Delivery of Notices**: All certificates and notices required by this provision shall be in writing and shall be delivered to the Department Contract Administrator. The notices and certificates shall refer to this contract.

h. **Maintenance of Insurance**: The Consultant shall promptly pay the premiums on all insurance policies required under this provision. The Consultant further agrees that the policies shall remain in full force and effect as required by this AGREEMENT. Consultant shall immediately obtain replacement coverage for any policy which is terminated, canceled, non-renewed, or which has paid policy limits, or upon the insolvency of the insurer issuing the policy.



i. **Breach**: Failure on the part of Consultant to procure or maintain insurance as required by this provision shall constitute a material breach of this contract. In the event of such a breach, the COUNTY may, among other things, terminate this AGREEMENT, suspend work being performed on the project by or on behalf of the Consultant, or at its sole discretion, the COUNTY may obtain replacement coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the COUNTY for the full amount of premiums paid by the COUNTY for the replacement coverage. In its sole discretion, the COUNTY may offset the cost of premiums against any monies due to the Consultant from the COUNTY.

B. **INDEMNIFICATION**: To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the COUNTY, DISTRICT, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees ("COUNTY and its related persons and entities") from any and all claims, liabilities, expenses (including defense costs and legal fees), lawsuits, actions, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or related to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or subconsultants of any tier. The obligation to indemnify the COUNTY is in addition to the obligation to procure insurance as set forth in this provision.

COUNTY agrees that prior to demanding a defense from the Consultant, that it or Consultant shall tender such claim to the insurers issuing the policies of insurance referred to in this provision. If the claims are not covered by any policy referred to in this provision, or the insurers fail or refuse to defend or indemnify the COUNTY or any of its related persons and entities, then the Consultant's duty to defend, indemnify and hold harmless the COUNTY under the foregoing indemnity provision shall apply in full.

Neither the Consultant, nor its agents and subconsultants of any tier, shall be obligated to indemnify the COUNTY and its related persons and entities for liabilities caused by the active negligence of the COUNTY and its related persons and entities. However, this provision does not limit any obligation to insure and defend the COUNTY and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

C. **SUBCONSULTANTS' INSURANCE AND INDEMNIFICATION**: Consultant shall require subcontractors, subconsultants, and independent contractors to maintain the same insurance coverage which it is required to maintain under this provision, including but not limited to, the obligation to name the COUNTY and its related persons and entities as additional insureds under each such policy.

Consultant further shall require its contractors, subcontractors, consultants, and subconsultants, to indemnify and defend the COUNTY and its related persons and entities from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of each contractor, subcontractor, consultant, subconsultant, or any tier.

Failure on the part of Consultant to require its subcontractors, subconsultants, and independent contractors to provide insurance and indemnification shall constitute a material breach of this contract. In the event of such breach, the COUNTY may, among other things, terminate this AGREEMENT, suspend work being performed on the project by or on behalf of the Consultant, or in its sole discretion, the COUNTY may obtain replacement insurance coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the COUNTY for the full amount of premiums paid by the COUNTY for the replacement coverage. In its sole discretion, the COUNTY may offset the cost of premiums against any monies due to the Consultant from the COUNTY.

Consultant agrees to the above Indemnification and Insurance Provisions.

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Initials

## MIA LEHRER + ASSOCIATES

	Fringe Benefit %	Overhead %	General Administration %	Combined %
Normal	32.2%	+	120.2%	+
Overtime		+	117.6%	=
				270.0%

FEE% = 10.0%

## BILLING INFORMATION

## CALCULATION INFORMATION

Name/Classification	Hourly Billing Rates			Effective Date of hourly rate		Actual/Avg Hourly Rate	% or \$ increase	Hourly range for class
	Straight	OT (1.5x)	OT (2x)	From	To			
Mia Lehrer, President	\$207.92	n/a	n/a	04/15/14	04/14/15	\$77.00	Per LA County COLA	\$235.00
Michelle Sullivan, Principal	\$148.52	n/a	n/a	04/15/14	04/14/15	\$55.00		\$160.00
Jeff Hutchins, Principal	\$137.72	n/a	n/a	04/15/14	04/14/15	\$51.00		\$160.00
Jan Dyer, Principal	\$132.31	n/a	n/a	04/15/14	04/14/15	\$49.00		\$160.00
Claire Latane, Senior Associate	\$129.61	n/a	n/a	04/15/14	04/14/15	\$48.00		\$145.00
Ben Feldmann, Senior Associate	\$129.61	n/a	n/a	04/15/14	04/14/15	\$48.00		\$145.00
Matt Lysne, Associate	\$116.11	n/a	n/a	04/15/14	04/14/15	\$43.00		\$125.00
Dawn Dyer, Anton Smith, Associate	\$105.31	n/a	n/a	04/15/14	04/14/15	\$39.00		\$125.00
Kush Parekh, Astrid Diehl, Associate	\$97.21	n/a	n/a	04/15/14	04/14/15	\$36.00		\$125.00
Eric Marecki, Ming Ho, Associate	\$91.81	n/a	n/a	04/15/14	04/14/15	\$34.00		\$100.00
Rebecca Schwaner, Project Designer	\$86.41	n/a	n/a	04/15/14	04/14/15	\$32.00		\$100.00
Diane Fazio, Project Designer	\$81.01	n/a	n/a	04/15/14	04/14/15	\$30.00		\$100.00
Emily Voges, Project Designer	\$72.91	n/a	n/a	04/15/14	04/14/15	\$27.00		\$100.00
Xiaoye Zhang, Project Designer	\$70.21	n/a	n/a	04/15/14	04/14/15	\$26.00		\$100.00

1. Names and classifications of prime and subconsultant team members (Key Personnel):

2. For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.

\*These prices are good for a period of one year beginning from the date of the first Notice to Proceed issued by the County of Los Angeles. Prices may only be adjusted per the County's Cost of Living Adjustments (COLAs) policy as defined in the contract.

Distribution: Project files

**PATRICIA NEWTON DESIGN STUDIO**

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	20 +	10 +	10 =	40
OVERTIME	20 +	10 +	10 =	40

**FREE % =** 10

## CALCULATION INFORMATION

[illegible]

1. Names and classifications of prime and subconsultant team members (Key Personnel): \_\_\_\_\_
2. For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.

**Distribution: Project files**

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	45 %	85% +	120 =	250%
OVERTIME	N/A	+	=	

FEE % = 10%

## CALCULATION INFORMATION

[illegible]

1. Names and classifications of prime and subconsultant team members (Key Personnel): \_\_\_\_\_
2. For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.
- \*These prices are good for a period of one year beginning from the date of the first Notice to Proceed issued by the County of Los Angeles. Prices may only be adjusted per the County's Cost of Living Adjustments (COLAs) policy as defined in the contract.

**Distribution:** Project files

## FEHR &amp; PEERS

Fringe Benefit %	Overhead and Gen Admin%	General Administration %	Combined %
NORMAL	54.93 +	125.54 +	= 180.47
OVERTIME	+	+	=

FEE % = 10%

## BILLING INFORMATION

## CALCULATION INFORMATION

Name/Classification <sup>1</sup>	Hourly Billing Rates		*Effective date of hourly rate		Actual/ average hourly rate <sup>2</sup>	% or \$ increase (Per County of LA *COLA)	Hourly range for class
	Straight	OT(1.5x)	OT(2x)	From To			
Tom Gaul, Principal	\$308.52			4/15/13 4/14/14	\$100	Per LA County COLA	
Netai Basu, Senior Associate	\$176.60			4/15/13 4/14/14	\$57.24	Per LA County COLA	\$47.12 - \$67.31
Anjum Bawa, Associate	\$139.42			4/15/13 4/14/14	\$45.19	Per LA County COLA	\$35.10 - \$57.69
Jill Liu, Senior Engineer/Planner	\$149.85			4/15/13 4/14/14	\$48.57	Per LA County COLA	\$32.69 - \$59.13
Spencer Reed, Engineer/Planner	\$99.93			4/15/13 4/14/14	\$32.39	Per LA County COLA	\$27.88 - \$36.54
Leah Ramos, Administrative Support	\$88.29			4/15/13 4/14/14	\$38.65	Per LA County COLA	\$22.00 - \$35.10
Jacqui Swartz, Graphics Technician	\$98.63			4/15/13 4/14/14	\$31.97	Per LA County COLA	\$18.03 - \$30.77
Chelsea Richer, Intern	\$58.03			4/15/13 4/14/14	\$16.00	Per LA County COLA	\$13.00 - \$22.00

- Names and classifications of prime and subconsultant team members (Key Personnel): Tom Gaul, Principal
  - For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.
- \*These prices are good for a period of one year beginning from the date of the first Notice to Proceed issued by the County of Los Angeles. Prices may only be adjusted per the County's Cost of Living Adjustments (COLAs) policy as defined in the contract.

Distribution: Project files

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	97.85% +	0%	88.01%	185.86%
OVERTIME	N/A	N/A	N/A	N/A

**FEE % = 10%**

## CALCULATION INFORMATION

[illegible]

1. Names and classifications of prime and subconsultant team members (Key Personnel): \_\_\_\_\_
2. For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.
  - \* Overtime will only be charged for employees that work more than 8 hours per workday on one County of Los Angeles project.
  - \*\* These prices are good for a period of one year beginning from the date of the first Notice to Proceed issued by the County of Los Angeles. Prices may only be adjusted per the County's Cost of Living Adjustments (COLAs) policy as defined in the contract.

## Distribution: Project files

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	+120%	+10%	+5%	135%
OVERTIME	+	+	=	

**FEE% = 10%**

## CALCULATION INFORMATION

[illegible]

1. Names and classifications of prime and subconsultant team members (Key Personnel): Ciarán P. O'Halloran (Principal) Tania Ferrer (Project Estimator)
  2. For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.
- \*These prices are good for a period of one year beginning from the date of the first Notice to Proceed issued by the County of Los Angeles. Prices may only be adjusted per the County's Cost of Living Adjustments (COLAs) policy as defined in the contract.

**Distribution:** Project files



**CARLBERG AND ASSOCIATES**

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	6% +	10%	144%	166%
OVERTIME	N/A	N/A	N/A	N/A

**FEE % = 10%**

## CALCULATION INFORMATION

[illegible]

1. Names and classifications of prime and subconsultant team members (Key Personnel): \_\_\_\_\_
  2. For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.
- \*These prices are good for a period of one year beginning from the date of the first Notice to Proceed issued by the County of Los Angeles. Prices may only be adjusted per the County's Cost of Living Adjustments (COLAs) policy as defined in the contract.

**Distribution:** Project files

**ARBORGATE CONSULTING, INC**

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	20	+	10	= 50
OVERTIME	20	+	10	= 50

**FEE % = 10**

[illegible]

1. Names and classifications of prime and subconsultant team members (Key Personnel): Greg Applegate  
 2. For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.
- \*These prices are good for a period of one year beginning from the date of the first Notice to Proceed issued by the County of Los Angeles. Prices may only be adjusted per the County's Cost of Living Adjustments (COLAs) policy as defined in the contract.

**Distribution:** Project files

GEOCON WEST, INC

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	80% +	71% +	82% =	233%
OVERTIME	80% +	71% +	82% =	233%

FEE % = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification <sup>1</sup>	Hourly Billing Rates			Effective date of hourly rate		Actual/ average hourly rate <sup>2</sup>	% or \$ increase	Hourly range for class
	Straight	OT(1.5x)	OT(2x)	From	To			
Neal Berliner, Principal Engineer	238.10	238.10	238.10	4/15/13	4/14/14	65.00	Per LA County COLA	
Gerald Kasman, Senior Geologist	194.14	194.14	194.14	4/15/13	4/14/14	53.00	Per LA County COLA	
Jelisa Thomas, Project Engineer	128.21	192.31	256.41	4/15/13	4/14/14	35.00	Per LA County COLA	
Harry Derkalousdian, Project Engineer	104.40	156.59	208.79	4/15/13	4/14/14	28.50	Per LA County COLA	
Cesar Larios, Project Geologist	117.22	175.82	234.43	4/15/13	4/14/14	32.00	Per LA County COLA	
Ramon Gamez, Project Engineer	91.58	137.36	183.15	4/15/13	4/14/14	25.00	Per LA County COLA	
Thai La, Project Engineer	65.93	98.90	131.87	4/15/13	4/14/14	18.00	Per LA County COLA	

- Names and classifications of prime and subconsultant team members (Key Personnel): \_\_\_\_\_
  - For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.
- Distribution: Project files

**TURPIN & RATTAN ENGINEERING, INC.**

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	20% +	47%	160%	227%
OVERTIME	20% +	47%	160%	227%

FEE % = 10%

**BILLING INFORMATION****CALCULATION INFORMATION**

Name/Classification <sup>1</sup>	Hourly Billing Rates		*Effective date of hourly rate		Actual/ average hourly rate <sup>2</sup>	% or \$ increase (Per County of LA *COLA)	Hourly range for class
	Straight	OT(1.5x) OT(2x)	From	To			
Ara Vartanians / Principal	\$208.63	N/A	4/15/13	4/14/14	\$58.00	Per LA County COLA	\$58.00
Kenneth Kraut / Principal	\$208.63	N/A	4/15/13	4/14/14	\$58.00	Per LA County COLA	\$58.00
Antonio Roque / Professional Engineer	\$192.44	N/A	4/15/13	4/14/14	\$53.50	Per LA County COLA	\$50.00 - \$55.00
Dominic Chau / Professional Engineer	\$208.63	N/A	4/15/13	4/14/14	\$58.00	Per LA County COLA	\$50.00 - \$55.00
Jeffrey Kraut / Project Manager	\$158.27	N/A	4/15/13	4/14/14	\$44.00	Per LA County COLA	\$40.00 - \$50.00
Salvador Hernandez / Project Manager	\$154.67	N/A	4/15/13	4/14/14	\$43.00	Per LA County COLA	\$40.00 - \$50.00
Senior Designer	\$142.99	\$214.49	4/15/13	4/14/14	\$39.75	Per LA County COLA	\$35.00 - \$45.00
Designer	\$131.29	\$196.94	4/15/13	4/14/14	\$36.50	Per LA County COLA	\$30.00 - \$40.00
Senior CADD Technician	\$98.92	\$148.38	4/15/13	4/14/14	\$27.50	Per LA County COLA	\$25.00 - \$35.00
CADD Technician	\$88.13	\$132.20	4/15/13	4/14/14	\$24.50	Per LA County COLA	\$20.00 - \$30.00
Administrative Assistant	\$88.13	\$132.20	4/15/13	4/14/14	\$24.50	Per LA County COLA	\$20.00 - \$30.00

1. Names and classifications of prime and subconsultant team members (Key Personnel):

2. For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.

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Distribution: Project files

# Local Assistance Procedures Manual

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	120	130	0	250
OVERTIME	+	+	=	

FEE % = 10%

## BILLING INFORMATION

[illegible]

1. Names and classifications of prime and subconsultant team members (Key Personnel): Farshid Behshid
2. For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.

**Distribution:** Project files

## BARBARA L. HALL, PE, INC.

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	17%	+	17%	= 41%
OVERTIME	17%	+	17%	= 41%

FEE % = 10%

## BILLING INFORMATION

## CALCULATION INFORMATION

Name/Classification <sup>1</sup>	Hourly Billing Rates		*Effective date of hourly rate		Actual/ average hourly rate <sup>2</sup>	% or \$ increase (Per County of LA *COLA)	Hourly range for class
	Straight	OT(1.5x)	OT(2x)	From To			
Barbara L. Hall/Project Manager	150.00	N/A	N/A	4/15/13 4/14/14	55.00	Per LA County COLA	
Rosa Cuevas/Project Engineer	120.00	N/A	N/A	4/15/13 4/14/14	45.00	Per LA County COLA	
Randy Seto/Designer	85.00	127.50	170.00	4/15/13 4/14/14	43.50	Per LA County COLA	
Verlana Cadorna/Designer	85.00	127.50	170.00	4/15/13 4/14/14	36.00	Per LA County COLA	
Michelle Kemp/Senior Drafter	75.00	112.50	150.00	4/15/13 4/14/14	31.50	Per LA County COLA	
Donald Seto/Drafter	45.00	67.50	90.00	4/15/13 4/14/14	15.00	Per LA County COLA	

1. Names and classifications of prime and subconsultant team members (Key Personnel):

2. For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.

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WALLACE LABS

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0%	10%	0%	10%
OVERTIME	0%	10%	0%	10%

**FEE % = 10%**

## CALCULATION INFORMATION

[illegible]

1. Names and classifications of prime and subconsultant team members (Key Personnel): \_\_\_\_\_ as noted above
2. For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.