PW15056

AS-NEEDED ENVIRONMENTAL ASSESSMENT, REMEDIATION, AND COMPLIANCE SERVICES

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 31st day of January, 2017.

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of California, hereinafter referred to as County,

AND

REMDOX, INC.
hereinafter referred to as Consultant,

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 the Attachment dated November 1, 2016. Consultant's proposal is incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and the attachments to the Contract.

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. Consultant is also referred herein as Contractor.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Paragraph 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 an annual-aggregate not-to-exceed program amount of Twelve Million Five Hundred Thousand Dollars ($12,500,000) in the manner set forth immediately below and according to the Schedule of Prices attached to this Agreement as Attachment 3. County does not guarantee any work or services of any specific monetary amount under this Contract.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Attachment dated November 1, 2016, up to an annual-aggregate not-to-exceed program amount of $12,500,000. 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. At the sole discretion of the Director, or his/her designee, the annual-aggregate not-to-exceed program amount may be supplemented by up to $75,000, per amendment, based on workload requirements. The aggregate amount of such amendments shall not exceed 25 percent of the original annual-aggregate program amount. The amendment shall be executed in accordance with Paragraph 49 Supplemental/Amendment. Work will be based on Consultant's fee schedule attached to this Agreement as Attachment 3.

c. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the Contract Term without an amendment to this Agreement as set forth in Paragraph 49. Consultant will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Agreement.

d. 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.

e. If requested by the Consultant, the contract hourly amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the

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

f. Consultant will notify County when Contract amount has been incurred up to 75% of the Contract total.

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

a. The term of this Agreement shall be for a period of one year commencing on the date of the full execution of the contract. At the sole discretion of the County, this Agreement may be extended for four additional one–year terms, not to exceed a total contract period of five years. No work will proceed until a Notice to Proceed is issued by the County.

b. The Consultant shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Public Works at the address herein provided in Notices Paragraph.

c. If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall

Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Consultant under this Contract shall also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Contract.

11. Compliance with Applicable Law

    a. In the performance of this Contract, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

    b. Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

12. Compliance with Civil Rights Laws

    The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Consultant shall comply with Consultant's EEO Certification.

13. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

a. Unless Consultant, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor 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 Contractor, 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 Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor 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 Contractor. 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) Contractor 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 Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. 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, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain

be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

8. Assignment and Delegation

   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.

9. Authorization Warranty

   The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

10. Budget Reductions

   In the event that the County's Board of Supervisors adopts, in any fiscal year, a County

outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

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

14. Confidentiality

Consultant shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement.

16. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

17. Consideration of Hiring GAIN/GROW Program Participants

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

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

18. Background and Security Investigations

a. Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the

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

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

g. If the Contractor has been debarred for a period longer than five years, that Contractor 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 Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

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

i. These terms shall also apply to subcontractors of County Contractors.

20. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

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 "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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 where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

21. Contractor's Warranty of Adherence to County's Child Support Compliance Program

Contractor 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 Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor 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 Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract.

22. 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.

23. 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.

24. Damage to County Facilities, Buildings or Grounds

a. When applicable, the Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

b. If the Consultant fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

25. 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.

26. Facsimile/Electronic Representations

The County and the Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

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. Force Majeure

a. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

b. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-

paragraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.

c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

30. 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. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the 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.

31. Indemnification and Insurance

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

32. Liquidated Damages

a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant from the County, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.

b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, and that the Consultant shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.

c. The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.

d. This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Paragraph b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

33. Most Favored Public Entity

If the Consultant's prices decline, or should the Consultant at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

34. Nondiscrimination and Affirmative Action

a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

b. The Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.

c. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

f. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.

g. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County

expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

b. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

c. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

d. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

19. Consultant Responsibility and Debarment

a. A responsible Consultant is a Contractor 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 Contractors. Contractor is a Contractor 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 Contractors.

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

c. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor 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 Contractor'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

may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Contract shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

36. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

The Consultant shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Consultant regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Public Works, or his/her designee shall resolve it.

38. 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.

39. Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes,

including determining whether the County will exercise a contract term extension option.

40. Notices

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

COUNTY	CONSULTANT
Department of Public Works Contracts and Business Affairs Division Contracts and Operations, 8th Floor 900 South Fremont Avenue Alhambra, CA 91803 (626) 300-2325	Remdox, Inc. 2073 Linnington Avenue Los Angeles, CA 90025 (310) 413-1956

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

41. 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 2016 (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.

42. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Consultant and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant shall participate in any way in any future solicitation conducted by County that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant shall notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Agreement.

44. Public Records Act

a. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

b. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the County from all

costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

a. The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:

i. The Consultant shall develop all publicity material in a professional manner; and

ii. During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

b. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

46. Record Retention and Inspection/Audit Settlement

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

a. In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of

such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

b. Failure on the part of the Consultant to comply with any of the provisions of this Paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

c. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

47. Recycled Bond Paper

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 this Contract.

48. Subcontracting

a. The requirements of this Contract may not be subcontracted by the Consultant without the advance approval of the County. Subconsultants listed in the Consultant's Proposals are approved by County, unless otherwise indicated by County. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

b. If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request.

- A description of the work to be performed by the Subconsultant;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

c. The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.

d. The County does not have contractual privity with the subconsultant. The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract. Consultant shall remain fully responsible for services rendered by any subconsultant pursuant to a subcontract between the Consultant and subconsultant.

e. The Consultant shall be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

f. The Consultant shall obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the County from each approved Subconsultant. The Consultant shall ensure delivery of all such documents to:

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

before any Subconsultant employee may perform any work hereunder.

49. Supplemental/Amendment

a. For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Contract, a Supplement or an Amendment shall be prepared and executed by the Consultant and by Director.

b. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Contract shall be prepared and executed by the Consultant and by the Director.

c. The County, at its sole discretion, may authorize extensions of time as defined in Paragraph 7, Term. The Consultant agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be

prepared by County unless the term extension is applied automatically in accordance with Paragraph 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

51. 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.

52. Termination for Convenience

a. This Contract may be terminated, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than three (3) days after the notice is sent.

b. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall 1) stop work under this Contract on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.

c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Paragraph.

d. County shall not incur any liability to Consultant, other than payment for work already performed, up to the date of termination.

53. Termination for Default

a. The County may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Consultant has materially breached this Contract; or
- Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

b. In the event that the County terminates this Contract in whole or in part as provided in this Paragraph, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

c. Except with respect to defaults of any Subconsultant, the Consultant shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph, the term "Subconsultant(s)" means Subconsultant(s) at any tier.

d. If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for

Convenience Paragraph.

e. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54. 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.

55. Termination for Insolvency

a. The County may terminate this Contract forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.

b. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56. Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

57. Termination For Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

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 subconsultants 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. 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.

60. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

61. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

62. Warranty Against Contingent Fees

a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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 Contractor for the purpose of securing business.

b. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

63. Prevailing Wage Requirements

This work includes prevailing wage and non-prevailing wage work.

a. Prevailing Wages

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be

made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

Division of Labor Standards Enforcement Office
320 West Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the

completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at http://www.dir.ca.gov/Public-Works/PublicWorks.html.*"*

d. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

64. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

65. Local Small Business Enterprise Utilization: When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (SBE), Disabled Veterans Enterprise

(DBVE), and Social Enterprise status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project. The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Consultant Services Agreement, Paragraph 32, Liquidated Damages, and that the Consultant shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to the Consultant.

66. Compliance with County's Zero Tolerance Human Trafficking

Consultant acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting consultants from engaging in human trafficking.

If a Consultant or member of Consultant's staff is convicted of a human trafficking offense, the County shall require that the Consultant or member of Consultant's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Consultant's staff pursuant to this paragraph shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

67. 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.

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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

By_____
Deputy Director
Department of Public Works

REMDOX, INC.

By_____
President

By_____
Secretary

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By_____
Deputy County Counsel

ACKNOWLEDGMENT

State of California
County of Los Angeles)

On November 17, 2016 before me, Jason Kai Henry, Notary Public
(insert name and title of the officer)

personally appeared Mirian Ironi,
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.

NRO1 JASON KAI HENRY
COMM. #2151947
Notary Public - California
Los Angeles County
My Comm. Expires May 3, 2020 NRO1

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On November 17, 2016 before me, Jason Kai Henry, Notary Public,
Date *Here Insert Name and Title of the Officer*
personally appeared Miriam Troni
Name(s) of Signer(s)

,

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.

JASON KAI HENRY
COMM. #2151947
Notary Public - California
Los Angeles County
My Comm. Expires May 3, 2020
NRO1

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Agreement for Consultant Services
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On November 17, 2016 before me, Jason Kai Henry, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Miriam Ironi
Name(s) of Signer(s)

,

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.

NRO1 JASON KAI HENRY NRO1
COMM. #2151947
Notary Public - California
Los Angeles County
My Comm. Expires May 3, 2020

Signature Jason K. Henry
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Agreement for consultant services
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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ACKNOWLEDGMENT

State of California
County of Los Angeles)

On November 17, 2016 before me, Jason Kai Henry, Notary Public
(insert name and title of the officer)

personally appeared Mirian Fani,
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.

NRO1 JASON KAI HENRY
COMM. #2151947
Notary Public - California
Los Angeles County
My Comm. Expires May 3, 2020 NRO1

Signature Jason A Henry (Seal)

November 1, 2016

ATTACHMENT 1
AS-NEEDED ENVIRONMENTAL ASSESSMENT, REMEDIATION, AND COMPLIANCE SERVICES
REMDOX, INC.

The services to be rendered by the Consultant shall include all services and provisions as described in the County's Request for Proposals dated November 24, 2015, all Notice to Proposers, and the Consultant's proposal dated January 12, 2016, 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 environmental assessment, remediation, and compliance services. The work shall include, but not be limited to, the following:

SCOPE OF SERVICES

1. Conduct Phase I Environmental Site Assessments (ESAs) and prepare reports presenting the findings, conclusions, and recommendations resulting from the assessments. Phase I ESAs and reports shall be compliant with current USEPA (including All Appropriate Inquiries: 40 CFR Part 312, November 1, 2005), ASTM (including E 1527-05 and E1527-13) standards, and ASTM E-2600-10 Vapor Encroachment Screening Standards or equivalent, as well as with other applicable standards and local, State, and Federal guidelines, and the County of Los Angeles Department of Public Works (Public Works) specifications.

2. Prepare Initial Studies (ISs), Environmental Impact Reports (EIRs) and Environmental Impact Statements (EISs), in compliance with the California Environmental Quality Act, and the National Environmental Policy Act, as well as in compliance with other applicable local, State, and Federal guidelines and standards, and Public Works specifications.

3. Conduct Preliminary Endangerment Assessments (PEAs) and prepare reports presenting the findings, conclusions, and recommendations resulting from the assessments. PEAs shall be compliant with DTSC and any other applicable standards; local, State, and Federal guidelines; and Public Works Specifications. Public Works may require Consultant's American Board of Industrial Hygiene Certified Industrial Hygienist (CIH) and/or Diplomate of the American Board of Toxicology (DABT) to prepare and sign PEAs.

4. Conduct Phase II ESAs and prepare reports presenting the findings, conclusions, and recommendations resulting from the assessments. Phase II ESAs, underground storage tank (UST) release investigations, work plans, groundwater

monitoring reports, consultant's Health and Safety Plan (HSPs), and all related reports shall be compliant with current USEPA, CFR, and ASTM guidelines and standards. Phase II ESAs, reports, and plans shall also fulfill the requirements and guidelines of applicable local, State, and Federal regulators, as well as any Public Works specifications. Public Works may require consultant's HSPs to be signed by the Consultant's CIH.

5. Conduct Risk Assessment Analyses (RAAs)/Health Risk Assessments (HRAs) and prepare reports presenting the findings, conclusions, and recommendations resulting from the analyses. The RAAs/HRAs shall be compliant with USEPA and any other applicable local, State, and Federal guidelines and regulations, and Public Works specifications. Public Works may require Consultant's CIH and/or DABT to prepare and sign the RAAs/HRAs.

6. Conduct Phase III environmental site remedial activities and prepare reports presenting the findings, conclusions, and recommendations resulting from the remedial activities. Remediation reports, as well as UST removal and closure reports, remedial action plans, pilot test reports, technical reports, consultant HSPs, and site closure reports, shall be compliant with USEPA, CFR, and ASTM guidelines and standards and fulfill the requirements and follow the guidelines of applicable local, State, and Federal regulators, as well as any Public Works specifications. Consultant HSPs shall be approved and signed by Consultant's CIH. Remedial excavation designs may require approvals from a California Professional Civil Engineer and Certified compaction reports may be required for backfilling of remedial excavations.

7. Collect, analyze, characterize, and profile soil, groundwater, and other substance and material samples in accordance with ASTM and USEPA standards and local, State, and Federal guidelines. Sampling and analytical testing procedures shall follow proper Chain-of-Custody protocols and satisfy Public Works and contract laboratory requirements. All Consultant contract laboratories shall be State–certified Environmental Laboratories and shall be pre-approved by Public Works.

8. Public Works will review and approve the waste transporter provider, waste disposal method, waste disposal contractor, and the waste disposal facility proposed by the Consultant for processing hazardous and non-hazardous soil, water, free-product, and other waste materials generated from environmental and construction projects. Public Works may dictate that the Consultant use a specific waste disposal transporter, waste disposal method, and/or waste disposal contractor/facility. Public Works will generally require that all soil, water, free-product, and other wastes be recycled/treated and not landfilled, unless the waste composition/contamination precludes recycling/treatment. All hazardous/non-hazardous waste manifests are only to be signed by authorized Public Works personnel.

9. Prepare HSPs for Public Works personnel working on Public Works projects. HSPs shall be approved and signed by the Consultant's CIH. HSPs shall be compliant with OSHA requirements set forth in 29 CFR 1910, as well as any other applicable local, State, or Federal requirements. Public Works may supply a draft HSP that is to be reviewed, modified, and signed by the Consultant's CIH.

10. Prepare, submit, and process applications, reports, and other documents as required to obtain permits related to environmental projects or associated construction projects. These permits may include, but are not limited to, NPDES, AQMD, WDR, UST, encroachment, access, temporary construction, drilling, excavation, utility, and well construction/destruction permits. Permits may require the Consultant to perform monthly and final regulatory submittals, regulatory notifications, record keeping, and other procedures. The Consultant may also be required to perform Dig Alert (Underground Service Alert) demarcations and notifications.

11. Provide air monitoring and record keeping as required by AQMD Rule 1166, and as requested by Public Works specifications.

12. Conduct comprehensive hazardous building materials property-condition surveys of County facilities and other facilities that interest the County where renovation or demolition activities may take place. For these facilities, develop comprehensive hazardous-materials abatement plans that establish requirements and provide scopes of work for performing the abatements, and provide estimated quantities of hazardous materials, abatement cost estimates, and recommendations for managing abatement wastes. The survey shall be managed by appropriately experienced, certified and/or licensed professionals. Substances that may be tested by the consultant's State-certified Analytical Laboratory may include, but are not limited to, asbestos-containing materials, lead-based paint, PCB-containing light ballasts, florescent light tubes, tritium-based exit signs, mercury-based thermometers, and mold.

13. Provide services for abating asbestos-containing materials, lead-based paint, PCB-containing light ballasts, florescent light tubes, tritium-based exit signs, mercury-based thermometers, mold, and other hazardous building materials and related substances from County facilities. Services must be performed in accordance with a hazardous materials abatement plan, using qualified personnel employed by a licensed contractor, possessing all necessary licenses and permits, and providing all required regulatory notifications.

14. Provide services for County-owned fueling stations with either aboveground or underground fuel storage tanks, or both, at various Los Angeles County facilities. Services may include performing fuel system inspections, repairs, maintenance, and upgrades; performing tank integrity testing; preparing and submitting permit

applications and design drawings; preparing business plans; expediting permit issuances; responding to and correcting Notice of Violations (NOVs); and obtaining and uploading required information into the California Environmental Reporting System (CERS).

15. Process and submit reimbursement packages to the State of California Underground Storage Tank Cleanup Fund, including Geotracker data uploading.

16. Conduct hydrogeologic and hydrologic investigations that include percolation and infiltration rate tests, aquifer tests (including aquifer capacity tests, pump tests, and slug tests), and other appropriate analyses and testing. Design and assemble dewatering systems based upon the NPDES permit either acquired by Public Works or Consultant. Perform well and piezometer installations, rehabilitations, abandonments (including oil wells), and assessments.

17. Perform geophysical surveys for utility clearance, identifying natural geologic structures, and locating manmade items, such as buried drums, pipelines, and storage tanks. Perform electric well logging and borehole geophysics. Geophysical survey reports are to provide interpretations of subsurface conditions by utilizing colored cross-sections, 3-dimensional figures, and/or contour maps. A State of California Professional Geophysicist shall supervise all geophysical survey work and sign all reports and technical documentation.

18. Perform agronomic studies for identifying soil conditions necessary for proper special-purpose plant production or for soil conditions that are not conducive to specific plant growth.

19. Perform biological assessments to evaluate the conditions of waterbodies using surveys and other direct measurements of resident biological organisms (macroinvertibrates, fish, and plants). Perform preliminary jurisdictional assessments and delineations, such as for identifying established wetlands. Perform general habitat assessments. Provide resource agency permit processing and coordination with entities such as the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, and the California Coastal Commission.

20. Provide consultation, advice, alternatives, and recommendations to Public Works regarding any environmental-, health-, or compliance-related concerns.

21. Provide project management and oversight of primary contract-hired or Public Works-hired contractors and subcontractors with regard to environmental, health, or compliance related activities.

22. Public Works reserves the right to utilize both in-house and Public Works-contracted drilling crews, construction crews, surveyors, and environmental laboratories outside of the Consultant's contract in conjunction with the requested Scope of Services.

23. Investigations, assessments, remedial actions, and related activities must be conducted by or under the direct supervision of the Consultant's State of California Professional Geologist. For projects involving hazardous building material assessments, toxicological or biological/agronomical studies, health and safety/industrial hygiene-related issues, or other related matters, supervision and document signatures should be performed by the respective, appropriately trained/certified, and experienced professionals. Reports, work plans, drawings, boring logs, collected data, and related documentation produced for Public Works projects must be approved and signed by the Consultant's State of California Professional Geologist. In some instances, Public Works may require the involvement and/or signature of a State of California Certified Engineering Geologist, State of California Certified Hydrogeologist, State of California Professional Geophysicist, State of California Professional Civil Engineer, State of California Professional Geotechnical Engineer, CIH, or DABT.

24. Consultant's State of California Professional Geologist, and other staff, will meet with Public Works staff to discuss the scope of work and cost estimates, may attend pre-construction and ongoing construction meetings, may attend health and safety meetings, may provide project progress reports, and provide information on other subjects related to projects, as frequently as Public Works deems necessary. At Public Works' request, Consultant's Professional Geologist, and other staff, may represent or assist Public Works in meetings with regulatory agencies, other agencies and districts, and with private and public organizations and groups.

25. Provide four full-colored hard copies and one full-colored electronic copy (in pdf format) of all project reports, HSPs, permit documents, data sets, analyses, work plans, and any other specified work products, to the Public Works project manager. The type and number of deliverables may be modified by Public Works on an individual project basis.

It is not expected that Consultant will be able to perform all of the services listed above. However, specialization in a majority of these services utilizing full-time, in-house licensed and/or certified professionals is required to meet Public Works' needs.

DELIVERABLES

Deliverables will vary and will be determined by Public Works for each project.

SCHEDULE

The term of this Agreement shall be for a period of one year commencing on the date of the full execution of the contract. At the sole discretion of the County, this Agreement may be extended for four additional one–year terms, not to exceed a total contract period of five years. No work will proceed until a Notice to Proceed is issued by the County.

If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

The consultant will be issued a Notice to Proceed by Public Works prior to the commencement of services for each particular project. The Consultant shall provide a schedule within five working days after the issue date of the project Notice to Proceed, or as directed by Public Works, indicating the start and completion dates of the anticipated work. Public Works may dictate the starting and completion dates for the project assigned to the Consultant.

Work shall be performed on an as-needed basis. Specified services shall be available on an as-needed basis.

COMPENSATION

Compensation will be negotiated for each particular project. Compensation for services shall be based on the percentage of tasks completed. In instances when project requirements extend beyond the original project-specific Scope of Work, any additional work shall be negotiated between Public Works and the Consultant prior to Public Works issuing a supplemental Notice to Proceed.

Public Works reserves the right to delete specific portions of any project-specific Scope of Work after the Notice to Proceed has been issued or to add tasks beyond the additional Scope of Work, which will require negotiation between Public Works and the Consultant for compensation.

Public Works will not pay a mark-up on hourly rates for the services of any subconsultants that were included in Consultant's original proposal. Public Works will not pay a mark-up on hourly rates for the services of any Consultant employee or

subconsultant that were included in Consultant's original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract.

Consultant must have prior written permission from Public Works to use any subconsultants not included in Consultant's original proposal.

Public Works will not pay a mark-up on the reproduction of any reports, documents, plans, or any other specified work products generated from the services listed in the Scope of Services. Public Works will not pay a mark-up on any paid fees, such as permit fees, paid by the Consultant. Consultant shall not mark-up on material cost unless pre-approved by the County in writing.

The Consultant shall submit monthly invoices to Public Works for review and approval. Invoices shall conform to Public Works' Invoicing Instructions and shall not be submitted more than once per month per project. Each invoice shall provide copies of all supporting documentation, including but not limited to, time sheets, subconsultant invoices (including subconsultant's supporting documentation), permit payments, and purchase orders. Any mark-ups on subconsultant work shall be clearly stated. **Consultant and its subconsultant/subcontractor's mileage charges are not reimbursable, unless pre-approved by the County in writing.**

Along with the monthly invoice, the Consultant shall also submit the following documents on a monthly schedule: 1) an individual Invoice Summary for each project that lists all invoices and itemizes all charges to date; and 2) a combined Invoice Summary for all projects (ongoing and completed) that lists all invoices and itemizes all charges to date.

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 Schedule of Fees (ATTACHMENT 3).

Any related-work requested but not listed in the Schedule of Fees shall be negotiated by the County and the Consultant and may include an additional charge of up to 10%, at the sole discretion of the County only if pre-approved by the County.

ATTACHMENT 2

INDEMNIFICATION AND INSURANCE PROVISION

I. INDEMNIFICATION

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

II. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or

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

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

Certificates and copies of any required endorsements shall be emailed to the Contract Administrator.

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

B. Additional Insured Status and Scope of Coverage

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

C. Cancellation of or Changes in Insurance

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

D. Failure to Maintain Insurance

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

E. Insurer Financial Ratings

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

F. Contractor's Insurance Shall Be Primary

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

G. Waivers of Subrogation

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

H. Sub-Contractor Insurance Coverage Requirements

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

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

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

K. Application of Excess Liability Coverage

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

L. Separation of Insureds

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

M. Alternative Risk Financing Programs

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

N. County Review and Approval of Insurance Requirements

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

III. <u>INSURANCE COVERAGE</u>

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

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

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall

cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

D. Professional Liability/Errors and Omissions

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

E. Asbestos Liability or Contractor's Pollution Liability Insurance

If construction requires remediation of asbestos or pollutants or application or handling of pollutants, such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the Contractor's of subcontractor's Automobile Liability insurance. Contractor shall maintain limits of not less than <u>$2 million per Occurrence/7 million Aggregate.</u>

Remdox, Inc.

ATTACHMENT 3

2073 Linnington Ave, Los Angeles CA 90025

AS-NEEDED ENVIRONMENTAL ASSESSMENT, REMEDIATION,
AND COMPLIANCE SERVICES
CONSULTANT SERVICES AGREEMENT
FEE SCHEDULE

REMDOX, INC. LABOR CLASSIFICATION	HOURLY RATE
Principal	$120
Professional Geologist (CA registered)	$130
Professional Civil Engineer (CA registered)	$120
Clerical Staff	$50

1. The following subconsultants, subcontractors, and labs are our project team members, as outlined in our original proposal dated January 12, 2016, namely,

Company Name	Service Provided
EFI Global Inc. (formerly Andersen Environmental)	Phase I, Phase II, remediation, hazardous materials testing, abatement oversight, work with regulatory agencies. Contractor License 937239: A, B, HAZ, ASB 1166 Various Locations Permit
Terry A. Hayes Associates,, Inc. (TAHA)	Initial Studies, Env. Impact Repots & Statements, Preliminary Endangerment Assessments, Risk Assessments, CEQA, NEPA. Air Emissions
Fleming Environmental Inc.	Underground and above ground tank testing
Ground Penetrating Rada Systems Inc.	Provide geophysical surveys
SWCA Environmental Consultants	Initial Studies, Env. Impact Repots & Statements, Preliminary Endangerment Assessments, Risk Assessments, CEQA, NEPA. Air Emissions
Kehoe Drilling	Provide subsurface soil and groundwater sample collection, well construction
J &H Drilling Company	Provide subsurface soil and groundwater sample collection, well construction
Southwest Geophysics, Inc.	Provide geophysical surveys
Positive Lab Service	Laboratory services
Land IQ	Agronomic Services
Montec Inc.	Hazardous materials transportation and disposal

2. County will not pay a mark-up on hourly rates for the services of any subconsultants that were included in your original proposal dated January 12, 2016.

3. County will not pay a mark-up on hourly rates for the services of any Consultant employee or subconsultant that were included in your original proposal if the

selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract.

4. Consultant must have prior written permission from the County to use any subconsultants not included in Consultant's original proposal. Any related-work requested but not listed in the Fee Schedule shall be negotiated by the County and the Consultant and may include an additional charge of up to 10%, at the sole discretion of the County and only if pre-approved by the County.

5. County will not pay a mark-up on the reproduction of any reports, documents, plans, or any other specified work products generated from the services listed in the RFP. County will not pay a mark-up on any paid fees, such as permit fees, paid by the Consultant. Consultant shall not mark-up on material cost unless pre-approved by the County in writing.

6. Consultant and its subconsultant/subcontractor's mileage charges are not reimbursable unless pre-approved by County in writing.

7. Expenses for any special requests shall be pre-authorized and approved at the discretion of the designated County project manager and contract administrator.

EFI Global
Engineering, Fire & Environmental Services

EFI GLOBAL LABOR CLASSIFICATION	HOURLY RATE
Principal	$140
Professional Geologist (CA registered)	$130
Professional Civil Engineer (CA registered)	$130
Certified Industrial Hygienist (CIH)	$125
Certified Lead Inspector/Assessor (CA Certified)	$85
Certified Lead Project Monitor (CA Certified)	$85
Certified Lead Sampling Technician (CA Certified)	$75
Certified Asbestos Consultant (CA Certified)	$85
Certified Site Surveillance Technician (CA Certified)	$75
Toxicologist (ABT-Certified)	$130
Draftsperson with CADD experience	$69
Clerical Staff	$55
Project Manager	$120
Certified Safety Professional	$115
Environmental Professional per 40 CFR 312.10	$85
Methane Deputy Inspector	$110
QSP/QSD	$120
Registered Environmental Health Specialist	$115
Radon Measurement Provider	$105

Terry A. Hayes and Associates

CEO	$176.00
Senior Associate	$140.00
Senior Environmental Scientist	$114.00
Technical Editor/QA/QC	$140.00
Senior Planner	$92.00
Planner	$72.00
Graphic Artist	$63.00
Assistant Planner	$75.00
Administrative Assistant	$55.00

FLEMING ENVIRONMENTAL INCORPORATED
1372 E. Valencia Dr., Fullerton, CA 92821
(714) 871-2800 Office (714) 871-2801 Fax
License #746017

August 26, 2016

Remdox Inc.
Attn: Miriam Ironi
2073 Linnington Ave.
Los Angeles, CA 90025

Re: Los Angeles County DPW As-Needed Environmental Assessment, Remediation, and Compliance Services

Rates:

Prevailing Wages:

Construction Work:	**Straight Time**	**1.5Times (Overtime)**
Foreman and pick-up Truck	$125.00	$160.00
Operator	$115.50	$150.00
Cement Mason	$94.75	$121.75
Electrician	$120.00	$155.50
General Labor	$86.50	$112.00
Maintenance and Testing		
Technician and Truck	$105.00	$140.00
General Labor (Helper)	$86.50	$111.50

Non-Prevailing Wage Rates

Construction Work:	**Straight Time**	**1.5Times (Overtime)**
Foreman and pick-up Truck	$80.00	$105.00
Operator	$70.00	$95.00
Cement Mason	$70.00	$95.75
Electrician	$85.00	$110.00
General Labor	$50.00	$75.00
Maintenance and Testing		
Technician and Truck	$75.00	$100.00
General Labor (Helper)	$50.00	$75.00

GPRS GROUND PENETRATING RADAR SYSTEMS, INC.
EXPERTS IN GPR

Our Fee to perform this work is as follows:

- $500 for up to 2 hours onsite
- $650 for 2-3 hours onsite
- $750 for up to 4 hours onsite, then $187.50/hour thereafter

This Fee includes scanning the areas, marking the findings on the surface with paint. Fees for optional reports start at $125. This Fee assumes work is to be performed during normal business hours, and does not include any traffic control if required.

Remdox, Inc.

ATTACHMENT 3

2073 Linnington Ave, Los Angeles CA 90025

SWCA ENVIRONMENTAL CONSULTANTS

SWCA Labor Classification	Hourly Rate
Subject Matter Expert	$180.50
Principal Investigator	$145.35
Field Biologist	$59.85
Biologist	$80.75
Wildlife Biologist	$113.05
Aquatic Biologist	$124.45
GIS Technician	$80.75
GIS Specialist	$113.05
Botanist/Ecologist	$91.20
Habitat Restoration	$113.05
Regulatory Permitting Specialist	$162.45
Cultural Resources Specialist--Field Technician	$69.35
Cultural Resources Specialist--Crew Chief	$80.75
Cultural Resources Specialist--Field Director	$91.20
Cultural Resources Specialist--Assistant Manager	$102.60
Cultural Resources Manager/Specialist	$113.05
Cultural Resources Specialist--Senior Manager	$134.90
Assistant Architectural Historian	$91.20
Architectural Historian	$134.90
Technical Writing/Editing	$80.75
Administrative Support	$59.85

FEE SCHEDULE

KEHOE TESTING & ENGINEERING

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

DAILY RATES:		*UNIT PRICE
• Full Day (up to 8 hours):	Direct Push Rig	1,500.00/lump sum
	Limited Access Rig (Additional)	100.00/lump sum
• Three-quarter Day (up to 6 hours):	Direct Push Rig	1,250.00/lump sum
	Limited Access Rig (Additional)	100.00/lump sum
• Half Day (up to 4 hours):	Direct Push Rig	1,000.00/lump sum
	Limited Access Rig (Additional)	100.00/lump sum

DAILY RATES (incl. Prevailing Wage):		*UNIT PRICE
• Full Day (up to 8 hours):	Direct Push Rig	2,250.00/lump sum
	Limited Access Rig (Additional)	100.00/lump sum
• Three-quarter Day (up to 6 hours):	Direct Push Rig	1,800.00/lump sum
	Limited Access Rig (Additional)	100.00/lump sum
• Half Day (up to 4 hours):	Direct Push Rig	1,325.00/lump sum
	Limited Access Rig (Additional)	100.00/lump sum

OTHER SERVICES/PRICING:	
• Concrete Coring (up to 8" thick)	85.00/core
• Per Diem/One Man	175.00/nt
• Per Diem/Two Man	350.00/nt

MATERIALS:	
• Acetate Liners (1" dia x 2' length)	3.00/ea
• Acetate Liners (1 ¾" dia x 4' length)	4.50/ea
• Stainless Liners (1" dia x 6" length)	4.00/ea
• PVC Blank (3/4" or 1" dia), Flush Threaded	3.50/ft
• PVC Screen (3/4" or 1" dia), Flush Threaded	4.00/ft
• PVC Caps	1.00/ea
• Bentonite Granules / Portland Cement / Concrete / Sand / Asphalt Patch	15.00/ea
• Waste Drum (55 gallon)	50.00/ea
• Polyethylene Tubing for Groundwater (3/8" dia) & Vapor Sampling (1/4" dia)	.25/ft
• Nylon (NylaFlow) Tubing for Vapor Sampling (1/4" dia)	.75/ft
• Teflon Tubing for Vapor Sampling (1/4" dia)	2.00/ft
• Vapor Valves	3.00/ea
• Vapor Filter/Implant (1/4" Polypropolene)	2.00/ea
• Disposable Steel Tips for Groundwater/Vapor Sampling	10.00/ea

STANDBY TIME/ADDITIONAL HOURS:	
• Direct Push, Limited & Track Rig (D,L,T)	250.00/hour
• Direct Push, Limited & Track Rig (incl. Prevailing Wage)	350.00/hour

SURCHARGES:		
• Night		250.00/day
• Night (incl. Prevailing Wage)		650.00/day
• Weekend (lump sum)	250.00/Sat	400.00/Sun
• Weekend (lump sum, incl. Prevailing Wage)	650.00/Sat	900.00/Sun

REMDOX INC. LACDPW

J. & H. Drilling Co., Inc.

7431 Walnut Ave, Buena Park
(714) 994-0402 Fax (714)994-
Email: jhdrillco@aol.com
Website: www.jhdrillco.com

FEE SCHEDULE 2016

TO: **REMDOX INC./COUNTY OF LOS ANGELES DWP**

Item	DESCRIPTION	Estimated Quantity	Rate	Unit
1	MOB/DEMOB TO LOS ANGELES COUNTY (HOLLOW STEM)		$300.00	DAY
2	HOLLOW STEM AUGER RIG DAILY RATE		$1,900.00	DAY
3	OVERTIME ON SITE > 8 HOURS		$277.50	HOUR
4	SUPPORT TRUCK (<10K GVW)		$150.00	DAY
5	SUPPORT TRUCK (>10K GVW)		$250.00	DAY
6	PREVAILING WAGE RATE < 8 HOURS ON SITE (ADD) (ALL RIGS)		$40.00	HOUR/MAN
7	PREVAILING WAGE RATE > 8 HOURS ON SITE (ADD) (ALL RIGS)		$80.00	HOUR/MAN
8	DECON TRAILER		$150.00	DAY
9	BULLDOG CONCRETE (UP TO 10")		$45.00	EACH
10	WATER TRAILER (500 GALLON)		$250.00	DAY
11	CEMENT/BENTONITE GROUT BACKFILL (BORINGS & WELLS)		$4.00	FOOT
12	SAND (50LBS)		$15.00	BAG
13	BENTONITE CHIPS (50LBS)		$12.00	BAG
14	ASPHALT PATCH (50LBS)		$10.00	BAG
15	8" WELL BOX INSTALLATIONS		$90.00	EACH
16	55 GALLON 17 H DOT DRUMS		$52.00	EACH
17	2 IN. PVC SCH. 40 CASING		$3.25	FOOT
18	2 IN. PVC SCH. 40 SCREEN		$3.75	FOOT
19	2 IN. FEMALE BOTTOM CAP		$8.00	EACH
20	2 IN. LOCKING PLUG		$8.00	EACH
21	RAPID SET CONCRETE (60LBS)		$17.00	EACH
22	READY MIX CONCRETE (50LBS)		$6.00	EACH
23	MOB/DEMOB TO LOS ANGELES COUNTY (AIR KNIFE)		$200.00	DAY
24	AIR KNIFE DAILY RATE		$1,400.00	DAY
26	MOB/DEMOB TO LOS ANGELES COUNTY (DIRECT PUSH)		$200.00	DAY
27	DIRECT PUSH DAILY RATE		$1,400.00	DAY
28	WELL DEVELOPMENT (PORTAL TO PORTAL)		$140.00	HOUR

SOUTHWEST GEOPHYSICS, INC.
YOUR SUBSURFACE SOLUTION

Schedule of Fees

General Geophysical Studies

Ground Penetrating Radar, Electromagnetics, Magnetics, Line Tracer

Half Day* $1,250
Full Day* $2,250
Hourly Rate $250
(A Mob/Demob charge of $300 applies to all projects billed on hourly rates.)

Seismic Refraction, Sting Resistivity

Half Day* $1,400
Full Day* $2,450
Hourly Rate $250
(A Mob/Demob charge of $450 applies to all projects billed on hourly rates.)

Borehole and Corehole Utility/Rebar Locating**

Per Hour Rate
Mob/Demob* $300
Hourly Rate $200
Full Day Discount Rate $1,850

Per Borehole Rate
Mob/Demob* $300
Per Borehole Rate $75

All rates include a two-man crew.

POSITIVE LAB SERVICE
781 East Washington Blvd., Los Angeles, CA 90021
(213) 745-5312 FAX (213) 745-6372

Effective 08/26/16

Organic Analyses	Unit Price
1664 - TRPH/Oil & Grease	$ 59.00
418.1 - TRPH	$ 59.00
413.1 - Oil & Grease	$ 59.00
8015B - Gasoline	$ 35.00
8015B - Diesel	$ 42.00
8015B - Other Specific Hydrocarbon	$ 95.00
8015B - Gasoline & Diesel	$ 85.00
8015B - Hydrocarbon Range (C5-C12, C13-C22, C23-C36)	$ 70.00
8015B - Gasoline/8021B - BTEX,MTBE Combo	$ 45.00
8021B/602 - BTEX,MTBE	$ 38.00
8021B/601/602 - Standard Target List	$ 93.00
8021B/601 - Halogenated	$ 95.00
8082/608 - PCBs	$ 68.00
8081A/608 - Pesticides	$ 85.00
8082/8081A/608 - PCBs & Pesticides	$ 130.00
8260B/624 - Volatile Organics	$ 80.00
8260B - Gasoline by GCMS	$ 75.00
8260B/624 - VOC (Partial List)	$ 75.00
8260B/624 - Gasoline/VOC Combo	$ 118.00
8260B - VOCs in Air (including Tedlar Bag)	$ 85.00
8270C/625 - Standard Target List	$ 144.00
8270C/625 - PAH	$ 118.00
8270C/625 - Phenolic Compounds	$ 118.00
Mobile Laboratory	
Daily Rate (10 hours on-site)	$1,700.00
Partial Day Rate (Soil Vapor 7 runs + dup)	$1,100.00
Overtime (3 Hour Maximum)	$100/Hour
Mobilization / Per Diem	By Quote
Cancellation	By Quote

Inorganic Analyses	Unit Price
Metals	
ICP Metals (17)	$ 82.00
ICPMS Metals (17) DW Low Level	$ 112.00
Individual Metal (incl. Prep)	$ 20.00
Drinking Water Lead (ICPMS)	$ 33.00
Organic Lead	$ 63.00
Individual Metal by ICP-MS (incl. Prep)	$ 43.00
Sample Preparation	
STLC (Metals)	$ 29.00
STLC (Non Volatile Organics)	$ 39.00
TCLP (ZHE)	$ 54.00
TCLP (Non Volatile Organics)	$ 46.00
TCLP (Metals)	$ 36.00
Other	
314.0 Perchlorate (Water)	$ 62.00
314.0 Perchlorate (Soil)	$ 77.00
Perchlorate Matrix Treatment	$ 43.00
Total Cyanide	$ 54.00
Sample Prep. (i.e. grinding)	$ 26.00
Sample Filtering	$ 13.00
Sample Composite	$ 9.00
Biotoxocity	$ 258.00
Soil pH	$ 16.00
Flash Point	$ 59.00
Encore (5g) ea.	$ 9.00
Moisture	$ 35.00

Prices above are based on 5-7 work day TAT and standard QA/QC reporting. CLP like data package + 25%. EDF deliverables + 10%.

Rush services are available upon request.

Rush Surcharges	3 days	2 days	1 day	Same day	Weekends
	25%	50%	75%	100%	Quote

This list contains the most frequently requested services. Many other services and methods are available on either routine or custom bases.

Remdox, Inc.

ATTACHMENT 3

2073 Linnington Ave, Los Angeles CA 90025

LAND IQ

All rates are on a per hour basis

Std Classification	Staff Member	Consulting	Expert Testimony
Principal Scientist	Joel Kimmelshue, PhD	$ 218.00	$ 400.00
Senior Scientist	Mica Heilmann, BS	$ 173.00	$ 300.00
Senior Ecologist	Margot Griswold, PhD	$ 173.00	$ 325.00
Senior Analyst	Zhongwu Wang, PhD	$ 167.00	
Project Scientist	Stephanie Tillman, MS	$ 150.00	
Project Analyst	Frank Anderson	$ 150.00	
Project Analyst	Scott Nagel	$ 150.00	
Associate Analyst	Heidi Hershenhouse	$ 125.00	
Associate Scientist	Chris Stall, MS	$ 125.00	
Associate Scientist	Seth Mulder, MS	$ 125.00	
Associate Ecologist	Donna Eto	$ 118.00	
Associate Ecologist	Melissa Riedel-Lehrke, MS	$ 118.00	
Associate Ecologist	Travis Brooks	$ 118.00	
Associate Ecologist	Jenni Snibbe, MS	$ 118.00	
Staff II Analyst	Matt Twietmeyer, MS	$ 110.00	
Staff I Scientist	TBD	$ 110.00	
Staff I Analyst	Haley Barnes, MS	$ 100.00	
Technician/Assistant II	Laura McFadden	$ 85.00	
Technician/Assistant I	Nolan Shultz	$ 65.00	
Technician/Assistant I	Paul Brower	$ 65.00	

MONTEC, Inc.

Rate Sheet

Waste	**Service**	**Price**
Non-Hazardous Solid	Bulk/Stockpiled	Trucking & Disposal: $51.00/Ton
Non-RCRA Hazardous Solid	Bulk/Stockpiled	Trucking & Disposal: $105.00/Ton
RCRA Hazardous Solid	Bulk/Stockpiled	Trucking & Disposal: $225.00/Ton
Non-Hazardous Solid	Roll-Off Bin	Trucking & Disposal: $1,550.00/Bin
Non-RCRA Hazardous Solid	Roll-Off Bin	Trucking & Disposal: $2,550.00/Bin
RCRA Hazardous Solid	Roll-Off Bin	Trucking & Disposal: $4,550.00/Bin
Non-Hazardous Liquid	Drum	Trucking & Disposal: $130.00/Drum
Non-RCRA Hazardous Solid	Drum	Trucking & Disposal: $205.00/Drum
RCRA Hazardous Solid	Drum	Trucking & Disposal: $335.00/Drum
Non-Hazardous Liquid	Drum	Trucking & Disposal: $135.00/Drum
Non-RCRA Hazardous Liquid	Drum	Trucking & Disposal: $215.00/Drum
RCRA Hazardous Liquid	Drum	Trucking & Disposal: $345.00/Drum
Non-Hazardous Liquid	Bulk/Frac Tank	Disposal:$0.55/Gal
Non-RCRA Hazardous Liquid	Bulk/Frac Tank	Disposal: $1.35/Gal
RCRA Hazardous Liquid	Bulk/Frac Tank	Disposal: $3.50/Gal

Liquid Solid Surcharge	Bulk/Frac Tank	Disposal: $4.15/Gal
Daily Rental	Roll-Off Bin	$19.00/Day/Bin
Daily Rental	Frac Tank	$39.00/Day/Tank
Vacuum Truck	Empty Frac Tank	$105/Hr.
Bin and Frac Tank Delivery	Trucking	$105./Hr.
Truck Washout	Vac Truck	$375.00 /Truck

Notes:

1) These prices are only valid and subject to performing the receiving facility requested tests, profiling review and final acceptance as the wastes described above by the receiving facilities. The receiving facilities may require additional testing before final acceptance.
2) These prices are also dependent on the actual quantities or volumes of the wastes and the location of the project.
3) The RCRA prices are valid for the solid wastes to be direct-landfilled and not requiring any pre-treatment prior to disposal. These prices are not valid for any waste requiring incineration.
4) These prices do not include any analytical testing, traffic plan, site or street sweeping or dust control, truck routing and City permitting.