

AGREEMENT FOR CONSULTANT SERVICES

THIS Agreement, made and entered into this 18th day of March, 2013.

BY AND BETWEEN

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

AND

KOA CORPORATION,
Incorporated in the State of California,
hereinafter referred to as Consultant,

AND

County has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide as-needed engineering design and support services for the Road/Flood Control Construction Programs for various locations throughout Los Angeles County, California.

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

The parties hereto do mutually agree as follows:

1. Definition

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

2. Consultant's Services

The scope of work shall be as outlined in Attachment 1 dated August 14, 2012, and the approved Consultant's Cost Proposal dated November 28, 2012. The approved Consultant's cost Proposal is attached hereto (Attachment 4) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence. County does not guarantee or promise that any work will be assigned to Consultant under this Contract until a written Notice to Proceed is used by the County.

No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and or oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Article 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), under this as-needed contract, if any work is assigned on a given year, payment will be according to agreed rates of compensation with a not to exceed fee of Five Million Dollars (\$5,000,000). No other compensation or reimbursements are allowed under this contract.

County shall compensate Consultant as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in Attachment 1, dated August 14 2012, up to a maximum of \$5,000,000. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. Supplemental Consultant Services may be required at County's discretion, upon prior written authorization by Director, and will be based on Consultant's fee schedule on file with Director.

- c. Cost of Living Adjustments (COLA) are provided in the attachment. County shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to County employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange County, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this Contract to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, Consultant will not receive a COLA for the Contract period which coincides with that fiscal year.
- d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause County to consider terminating this Agreement, the County may attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the Contract.
- e. All funds for payment of services rendered after June 30 of the current fiscal year are subject to County's legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each future fiscal year, and in the event that funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.
- f. Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditures beyond the Contract amount stipulated without amendment to this Agreement.
- g. Consultant will notify County when Contract amount has been incurred up to 75% of the Contract total.

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 his authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term and Termination

The term of this Agreement shall commence on the date of the initial Notice to Proceed, for a 3-year term commencing on the date of the initial Notice to Proceed with two 1-year renewal options to be exercised at Public Works discretion. The County may, at its sole option and discretion, cancel or terminate this Agreement, without any liability other than payment for work already performed, up to the date of termination by giving thirty calendar days written notice of such termination to Consultant. Consultant shall be paid the reasonable value of its services rendered. In the event of any such termination by County, Consultant shall provide to County a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by County.

County may terminate this agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. If the County terminates this agreement with the Consultant, County shall pay Consultant the sum due the Consultant under this agreement and the balance, if any, shall be paid the Consultant upon demand.

a. Cancellation

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

8. Ownership of County Materials

a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, is 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, is the original work of Consultant and does 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 2011 (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.


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

9. Indemnification and Insurance

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

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

Alternative 1 _____

Alternative 2 

10. Anti-Discrimination

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

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

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

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

11. Independent Contractor Status

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

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

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

12. County's Quality Assurance Plan

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

13. Assignment

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

14. Forum Selection

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

15. Conflict of Interest

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

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

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

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

16. Prohibition from Involvement in Bidding Process

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

17. Lobbying

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

18. Gratuities

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

Consultant shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee, or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in Consultant's submittal being eliminated from consideration.

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

19. Employment of Laid-Off County Employees

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

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

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or DISTRICT Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

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

22. Termination for Improper Consideration

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

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

23. Consideration of GAIN/GROW Program Participants for Employment

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

24. Notice to Employees Regarding the Federal Earned Income Credit

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

25. Reduction of Solid Waste

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

26. County Rights

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

27. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Prevailing Wage Requirements

Consultant must comply with all applicable prevailing wage requirements. The subject project is a public work as defined in Section 1720 of the California Labor Code.

29. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of

employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

30. Consultant Responsibility and Debarment

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

b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other Contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Consultant may have with the County.

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

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

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

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

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

31. 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.

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

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

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

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

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

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

33. Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

34. Consultant Assignment

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

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

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

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

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

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

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

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

Failure of contractor to maintain compliance with the requirements set forth in Article 35 "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

37. Funding Requirements

a. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the County for the purpose of this contract. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or County governing Board of Supervisors that may affect the provisions, terms, funding of this contract in any manner.

c. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

d. The County has the option to void the contract under the 30 day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

38. Change in Terms

a. This contract may be amended or modified only by mutual written agreement of the parties.

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

c. There shall be no change in the Consultant's Project Manager or Members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by the County Project Manager.

39. Disadvantaged Business Enterprise (DBE) Participation

The following language shall be included in the standard agreement for subcontractors DBE participation.

1. Subcontractors

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

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

c. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.

d. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

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

b. If the contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

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

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

EXHBIT 10-J Local Assistance Procedures Manual
Standard Agreement for Subcontractor/DBE Participation
Page 10-62
June 20, 2012 OB 12-03

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

a. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially

useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.

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

c. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

a. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

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

5. DBE Records

a. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of

payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

6. DBE Certification and Decertification Status

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

40. Cost Principles

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

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

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

41. Contingent Fee

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

42. General Compliance with Laws and Wage Rates

The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

43. Retention of Records/Audit

a. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code 8546.7; the Consultant, subconsultant, and the County shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the Contract. All parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, the State Auditor, County, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the Contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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

44. Disputes

a. Any dispute, other than an audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the County's Project Manager, and Director, who may consider written or verbal information submitted by the Consultant.

b. Not later than 30 days after completion of all work under the contract, the Consultant may request review by the County of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

c. Neither the pendency of a dispute, nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this contract.

45. Audit Review Procedures

a. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Agreement, shall be reviewed by the County Auditor-Controller.

b. Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the County Auditor-Controller of unresolved audit issues. The request for review will be submitted in writing.

c. Neither the pendency of a dispute nor its consideration by the County Auditor Controller will excuse the Consultant from full and timely performance, in accordance with the terms of this Contract.

46. Subcontracting

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

b.

c. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all provisions stipulated in this contract to be applicable to subcontractors.

d. Any substitution of subconsultants must be approved in writing by the County'

47. Equipment Purchase

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

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

c. Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and

is sold or traded in, the LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit the LOCAL AGENCY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the LOCAL AGENCY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5000.00 is credited to the project.

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

48. Safety

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

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

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

49. Prompt Payment of Funds Withheld to Subconsultants

a. No retainage will be withheld by the County from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies

otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.

50. Inspection of Work

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

51. National Labor Relations Board Certification

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

52. Evaluation of Consultant

The Consultant's performance will be evaluated by the County. A copy of Exhibit10-S, "Consultant Performance Evaluation" is attached to the Agreement. The evaluation together with the comments shall be retained as part of the Contract record.

53. Statement of Compliance

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

54. Rebates, Kickbacks or other Unlawful Consideration

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

55. Debarment and Suspension Certification

a. The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.

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

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

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

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal Contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal Contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit Standard Form-LLL, Exhibit 10-Q, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

57. Documentation

Agreements, where appropriate, shall provide that the Consultant document the results of the work to the satisfaction of the County, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the Agreement objectives.

58. Confidentiality of Data

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

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

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

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

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

59. Consultant Audit

The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review. The Cost Proposal shall be adjusted by the consultant and approved by the Local Agency Contract Manager to conform to the Workpaper Review recommendations or audit recommendations. The Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by County at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

60. Audit Clause

The consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review, it is the consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by the consultant and approved by the local agency contract manager to conform to the audit or review recommendations. The consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the local agency at its sole discretion. Refusal by the consultant to incorporate audit or review recommendations, or to ensure that the federal, state, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract.

61. Post-Award Clause

The Cost Proposal (Attachment 4) is subject to a post-award audit. After any post award audit recommendations are received, the Attachment 4 shall be adjusted by the Consultant and approved by the County Contract Manager to conform to the audit recommendations. The Consultant agrees that individual items of cost identified in the audit report may be incorporated into the Agreement at the County's sole discretion. Refusal by the Consultant to incorporate the interim or post award recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

62. Notices

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

COUNTY

Department of Public Works
Architectural Engineering Division
Contracts & Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-2585 phone
(626) 979-5311 fax

CONSULTANT

Mr. Eugene Kao
KOA Corporation
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
(323) 260-4703 phone
(323) 260-4705 fax

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

61. 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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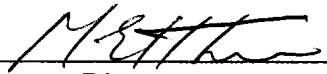
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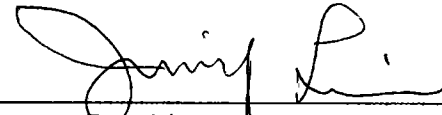
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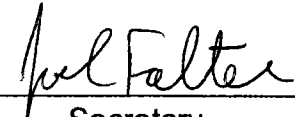
IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

KOA CORPORATION

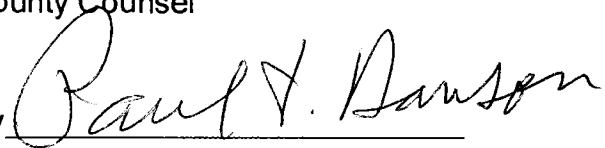
By 
Deputy Director
Department of Public Works

By 
President

By 
Secretary

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By 
Deputy

ACKNOWLEDGMENT

State of California

County of Los Angeles

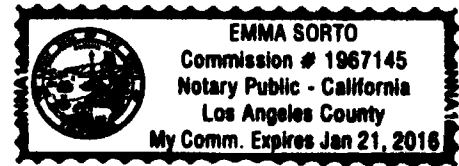
On March 6, 2013 before me, Emma Sorto, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Emma Sorto (Seal)



ACKNOWLEDGMENT

State of California

County of Los Angeles

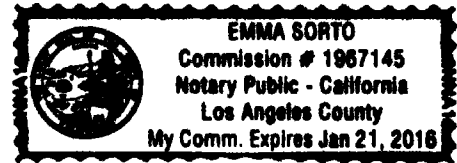
On March 6, 2013 before me, Emma Sorto, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Emma Sorto (Seal)



August 14, 2012

ATTACHMENT 1

AS-NEEDED ENGINEERING DESIGN AND SUPPORT SERVICES FOR THE ROAD/FLOOD CONSTRUCTION PROGRAMS KOA CORPORATION, PW13667

The services to be rendered by the Consultant, KOA Corporation, shall include all services as described in their proposal dated December 8, 2011, except to the extent they are inconsistent with this attachment and the terms of this Agreement, and shall consist of all such services as are customarily rendered when providing as-needed engineering design and support services for the Road/Flood Construction Programs.

- The Project Manager for the Consultant shall be Mr. Eugene Kao
- The Project Manager for the County shall be Josephine Gutierrez

Scope of Work

The Consultant's staff, under the County's formal direction, shall provide support services for project identification, program development, project management, project design, and project scheduling and delivery as a member of the County Project Delivery Team in support of Public Works' Programs Development Division. All work shall be performed in conformance with Public Works' policies, procedures, and standards, and in accordance with this Scope of Services.

Specific work will be assigned to the consultant through task orders issued by Public Works' Project Manager and shall cooperate with Public Works, other involved agencies, and other consultants working on each task order. When the Consultant has concerns about any aspect of the work, the Consultant shall promptly modify all work as necessary to provide the acceptable level of quality.

Work products shall be of neat appearance, well-organized technically and grammatically correct, checked, dated, and shall have author/designer and checker identified. The minimum standard of quality for work products shall be that of similar work products produced by Public Works. The Consultant shall modify all work as necessary to provide the acceptable level of quality.

All work shall comply with pertinent Federal, State, City, and County guidelines, policies, and procedures. The services to be provided by the Consultant may include the following tasks:

2.2 Project Identification and Program Development

These services may range from the identification of improvement projects for inclusion in the County's Road/Flood Control Construction Programs to the development of a rehabilitation program of County maintained roads and Flood Control facilities by geographic areas. The types of services and improvement projects may include, but are not limited to, the following:

- Pavement and Flood Control Facilities Rehabilitation Investigations
- Inventory of existing Road and Flood Control facilities
- Field investigation of existing Flood Control facilities and identify necessary improvements
- Rehabilitation, preservation, and reconstruction of County maintained roads and Flood Control facilities
- Traffic Congestion Relief Studies
 - Roadway Widenings
 - Grade Separations
 - Truck Impacted Intersections
 - Corridor Studies
 - Roundabout Installations
 - Intersection Widening and Signal Modifications
 - ADA Compliance Issues
 - Roadway/Flood Control Enhancements to meet current County standards
 - Locations for concrete intersections and bus pads
 - Street Lighting Studies
 - Traffic Studies for Signals Warrants, Signal timing & Phasing, and Channelization
 - Intersection Capacity and Level of Service Studies
 - Slide Stabilization
 - Guardrail Installation and Upgrades
 - Regional slotted cross-gutter replacements
 - Culvert upgrades/Lining
 - Intersection Improvements/Enhancements
 - Parkway Improvements
 - Intelligent Transportation Studies and Design
 - Traffic Safety Analysis
 - Traffic Calming, Pedestrian Safety and Access Enhancement Studies
 - Review of Pedestrian Routes to Public Transit Bus Stops
 - Roadway Landscaping

2.3 Project Design

In performing these services, The Consultant shall be familiar with current Public Works standards and parameters. The requested services may include the analysis of and/or the preparation of plans/reports for, but is not limited to, the following:

2.3.1 Highway Design Services

- Project Design Services
- Plans, Specifications, and Estimates (S&E), including preparation of construction bid packages
- Engineering Calculations
- Review of design plans prepared by others
- Street Improvements
- Parkway Improvements
- Roadway Landscaping
- 'As-built' drawings

2.3.2 Traffic Design Services

- Traffic Index Analysis
- Traffic Signal and Synchronization Analysis
- Inductive Loop Detectors
- Impact Analysis
- Signing and Striping Configurations
- Plans, Specifications, and Estimates (PS&E)
- Traffic Detour Plans
- Electrical Drawings for Street Lighting Standards and Signal Modification Plans

2.3.3 Drainage Design Services

- Project Design Concepts
- Plans, Specifications, and Estimates (PS&E)
- Engineering Calculations
- 'As-built' drawings

2.3.4 Hydrologic Services

- Field and Hydrologic Calculations
- Flood Analysis
- Hydrology Reports

2.3.5 Materials Engineering Services

- Slope Stability Studies and Reports
- Materials Reports
- Pavement Corings
- Piezometer Installations
- Soil Borings
- Environmental Site Assessment Phase I and II Reports

- Materials/Groundwater Sampling, Drilling, Environmental Testing, and Laboratory Analysis
- Pavement Structural Section Calculations

2.3.6 Mapping and Surveying Services

- Right of Way Mapping, Legals
- Easement Acquisition Documents
- Appraisal Reports
- Base Maps
- Field Surveys
- Horizontal/Vertical Controls
- Centerline Ties
- Benchmark Information
- Design Surveys
- Topographic/Aerial Surveys
- Construction Staking
- 'As-built' Surveys

2.3.7 Utility Coordination and Construction Services

- Coordination with all affected utility companies to establish locations of all utilities in the vicinity of the project
- Utility potholing services
- Utility occupation/relocation drawings
- Construction dewatering plans, specifications, cost estimates
- NPDES construction dewatering permit processing

2.3. Environmental Documentation Services

- Environmental Investigations and Determination
- Review of environmental documentation services provided by others
- All activities necessary for the preparation and approval of CEQA and NEPA Environmental Impact Statements
 - Categorical exemptions
 - Initial Studies/Negative Declarations
 - Environmental Assessments
 - Environmental Impact Reports and Environmental Impact Statements
 - Special Technical Studies
 - Consultation with federal funding agencies
- Mitigation Measures development and implementation
- Public Notices
- File Notices with County Clerk and State Clearinghouse
- Administer and conduct community meetings

2.3.9 Regulatory Permit Services

- Regulatory Agency Permit Processing
- Mitigation Measures development and implementation
- Public Notices
- File Notices with County Clerk and State Clearinghouse
- Administer and conduct community meetings

2.4 Project Management and Scheduling Services

The Consultant's staff, under the County's formal direction, shall furnish project management and project scheduling services. The Consultant must possess the required knowledge and expertise in the Public Works standard project management software system, Primavera P3e. The scope of work for this service may include, but is not limited to, the following:

2.4.1 Project Management Services

- Project management activities to ensure timely delivery
- Develop, maintain, and monitor resource/staffing requirements
- Resource/staffing reports
- Project and program status reports
- Project Budget/Cost Estimating
- Development, implementation, and maintenance of procedures, policies, and technical documents
- Quality control inspection and reports

2.4.2 Project Scheduling Services

- Review and update project schedules
- Data entry of project scheduling information
- Program/Project Control (Budget and Schedule) and Reporting

2.4.3 Public Relations Services

- Coordinate and represent Public Works at community meetings
- Prepare project information reports/flyers for distribution to the public
- Community outreach

2.5 Landscape Architectural Services

Consultant shall also provide landscape architectural services on an as-needed basis (or as staff augmentation). Typical scope of landscape architectural services shall include landscape design, preparation of landscape plans, cost estimates and specifications and other landscape technical consultation services for County road and flood right-of-way projects, and County capital projects

Schedule

KOA Corporation, 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 10 working days, or as directed by Public Works, after the date of the project Notice to Proceed, indicating the start and completion dates of the anticipated work. Public Works will determine the completion date for the project assigned to the Consultant.

Performance Period

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

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

Deliverables

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

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

The type and number of deliverables may be modified by Public Works on an individual project basis.

Compensation

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

- C. The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's Cost Proposal (Attachment 4). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates and not adjustable for the performance period set forth in this agreement.
- D. In addition, the Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- F. When milestone cost estimates are included in the approved Cost Proposal, the Consultant shall obtain prior written approval for a revised milestone cost estimate from the Project Manager before exceeding such estimate.
- G. Progress payments for each Task Order shall be made monthly in arrears based on services provided and actual costs incurred.
- H. The Consultant shall not commence performance of work or services until this contract has been approved by the County, and notification to proceed has been issued by the County's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- I. A Task Order is of no force or effect until returned to the County and signed by an authorized representative of the County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the County.
- J. The Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by the County's Project Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after performance of work for which the Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work for which the consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due to the Local Agency that include any equipment purchased under the provisions of Article X, Equipment Purchase of this contract, must be reimbursed by the consultant prior to the expiration or termination of this contract. Invoices shall be mailed to the County Project Manager at the following address:

Los Angeles County Department of Public Works
Ms. Josephine Gutierrez, Programs Development Division
900 South Fremont Avenue
Alhambra, CA 91803

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

L. The total amount payable by the County for all Task Orders resulting from this contract shall not exceed \$5,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

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

The Consultant's total basic service fee shall be for a not-to-exceed amount of \$5,000,000. The term of this Agreement shall commence on the date of the initial Notice to Proceed, for a 3-year term commencing on the date of the initial Notice to Proceed, with two 1-year renewal options to be exercised at Public Works discretion.

While performing services for a particular project, the Consultant shall submit monthly invoices for each assigned project to Public Works for review and approval. Compensation shall be based on the percentage of work for each task that has been completed. 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, subcontractor/subconsultant invoices, and purchase orders. Any mark-ups on subconsultant work shall be clearly stated. Note that Federal projects may place limitations on mark-ups.

Along with the monthly invoice, the Consultant shall also submit the following 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 changes to date.

The Consultant shall be paid for the work performed based upon the Scope of Work and Consultant's fee schedule (attached to the end of this attachment). Consultant shall be compensated only for the percentage of progress toward completion of items in the scope of work. In instances when project requirements extend beyond the original Scope of Work, the Scope will be revised by Public Works and a fee will be obtained using Consultant's fee schedule or, if the work is not in the fee schedule, from a new negotiated fee schedule, prior to Public Works issuing a supplemental Notice to Proceed.

Public Works reserves the right to delete specific portions of any Scope of Work after the Notice to Proceed has been issued or may add tasks beyond the original Scope of Work, which results in decreases/increases in compensation between Public Works and the Consultant.

Cost of Living Adjustments may be made to the Consultant's rates following each annual renewal of the Agreement until expiration of the Agreement by termination or otherwise as provided for herein. Consultant's rates will be subject to the Cost of Living Adjustments as shown in this Agreement.

ATTACHMENT 2

ALTERNATIVE 1

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

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

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

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

II. INSURANCE

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

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

A. Liability:

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

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

B. Workers' Compensation:

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

C. Professional Liability:

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

Consultant agrees to the above Indemnification and Insurance Provisions.

Initials

ALTERNATIVE 2

INDEMNIFICATION AND INSURANCE PROVISIONS

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

1. **General Liability Insurance**: The Consultant shall maintain general liability insurance written on a commercial or comprehensive general liability form(s) that include(s) coverage for premises-operations, products/completed operations, contractual liability, broad-form property damage, and personal injury liability. The general liability policy shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
2. **Professional Liability Insurance**: Consultant shall maintain professional liability insurance, including contractual liability coverage, with policy limits of at least One Million Dollars (\$1,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
3. **Comprehensive Automobile Insurance**: The Consultant shall maintain automobile insurance for all owned, non-owned, and hired vehicles with a combined single limit of One Million Dollars (\$1,000,000) per occurrence or accident.
4. **Workers' Compensation Insurance**: The Consultant shall maintain workers' compensation insurance in an amount and form which will meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability Coverage with limits of One Million Dollars (\$1,000,000) per occurrence.
5. **General Conditions Relating to Insurance**:
 - a. **Additional Insureds**: The County, District, its agents, appointed and elected officers, County Special Districts, and employees ("County and its related persons and entities") shall be named as additional insureds on each policy, except workers' compensation and professional liability insurance, the Consultant is required to provide under this Agreement. Such insurance shall be primary to, and not contributing with, any other insurance maintained by or for the County and its related persons and entities.
 - b. **Waiver of Subrogation**: Each policy obtained by the Consultant to fulfill its obligations under this provision shall contain a provision waiving the right of the insurer to subrogate against the County and its related persons and entities for any liability covered by the policy.

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

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

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

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

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

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

i. **Breach**: Failure on the part of Consultant to procure or maintain insurance as required by this provision shall constitute a material breach of this contract. In the event of such a breach, the County may, among other things, terminate this Agreement, suspend work being performed on the project by or on behalf of the Consultant, or at its sole discretion, the County may obtain replacement

coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the County for the full amount of premiums paid by the County for the replacement coverage. In its sole discretion, the County may offset the cost of premiums against any monies due to the Consultant from the County.

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

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

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

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

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

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

Consultant agrees to the above Indemnification and Insurance Provisions.



Initials

ATTACHMENT 4

COST PROPOSAL FOR KOA CORPORATION CONSULTANT TEAM

Los Angeles County Department of Public Works
As-Needed Engineering Design and Support Services for the
Road/Flood Control Construction Programs

FIRM NAME: KOA Corporation (Prime Consultant)

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	54.96% +	46.36% +	66.22% =	167.54%
OVERTIME	54.96% +	46.36% +	66.22% =	167.54%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Hourly Billing Rates			Effective date of hourly rate		Actual/average hourly rate ²	% or \$ increase	Hourly range for class
	Straight	OT (1.5x)	OT (2x)	From	To			
Eugene Kao / Project Manager	\$ 246.59	\$ 369.88	\$ 493.18	1/1/2013	12/31/2017	\$83.79	per County COLA	\$76.00 to \$92.38
President	\$ 297.68	\$ 446.52	\$ 595.36	1/1/2013	12/31/2017	\$101.15	per County COLA	\$91.74 to \$111.52
Principal Engineer I	\$ 270.10	\$ 405.15	\$ 540.21	1/1/2013	12/31/2017	\$91.78	per County COLA	\$83.25 to \$101.19
Principal Engineer II	\$ 231.52	\$ 347.28	\$ 463.04	1/1/2013	12/31/2017	\$78.67	per County COLA	\$71.36 to \$86.74
Senior Engineer I	\$ 214.98	\$ 322.47	\$ 429.96	1/1/2013	12/31/2017	\$73.05	per County COLA	\$66.26 to \$80.54
Senior Engineer II	\$ 176.40	\$ 264.60	\$ 352.80	1/1/2013	12/31/2017	\$59.94	per County COLA	\$54.37 to \$66.08
Senior Designer I	\$ 203.98	\$ 305.96	\$ 407.95	1/1/2013	12/31/2017	\$69.31	per County COLA	\$62.86 to \$76.41
Senior Designer II	\$ 170.90	\$ 256.34	\$ 341.79	1/1/2013	12/31/2017	\$58.07	per County COLA	\$52.67 to \$64.02
Senior Planner I	\$ 203.98	\$ 305.96	\$ 407.95	1/1/2013	12/31/2017	\$69.31	per County COLA	\$62.86 to \$76.41
Senior Planner II	\$ 170.90	\$ 256.34	\$ 341.79	1/1/2013	12/31/2017	\$58.07	per County COLA	\$52.67 to \$64.02
Associate Engineer I	\$ 137.82	\$ 206.73	\$ 275.64	1/1/2013	12/31/2017	\$46.83	per County COLA	\$42.47 to \$51.63
Associate Engineer II	\$ 110.24	\$ 165.36	\$ 220.49	1/1/2013	12/31/2017	\$37.46	per County COLA	\$33.98 to \$41.30
Associate Planner I	\$ 137.82	\$ 206.73	\$ 275.64	1/1/2013	12/31/2017	\$46.83	per County COLA	\$42.47 to \$51.63
Associate Planner II	\$ 110.24	\$ 165.36	\$ 220.49	1/1/2013	12/31/2017	\$37.46	per County COLA	\$33.98 to \$41.30
Associate Designer I	\$ 110.24	\$ 165.36	\$ 220.49	1/1/2013	12/31/2017	\$37.46	per County COLA	\$33.98 to \$41.30
Associate Designer II	\$ 88.20	\$ 132.30	\$ 176.40	1/1/2013	12/31/2017	\$29.97	per County COLA	\$27.18 to \$33.04
Assistant Engineer I	\$ 110.24	\$ 165.36	\$ 220.49	1/1/2013	12/31/2017	\$37.46	per County COLA	\$33.98 to \$41.30
Assistant Engineer II	\$ 88.20	\$ 132.30	\$ 176.40	1/1/2013	12/31/2017	\$29.97	per County COLA	\$27.18 to \$33.04
Assistant Planner I	\$ 99.24	\$ 148.85	\$ 198.47	1/1/2013	12/31/2017	\$33.72	per County COLA	\$30.58 to \$37.17
Assistant Planner II	\$ 77.16	\$ 115.75	\$ 154.33	1/1/2013	12/31/2017	\$26.22	per County COLA	\$23.79 to \$28.91

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

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

Los Angeles County Department of Public Works
As-Needed Engineering Design and Support Services for the
Road/Flood Control Construction Programs

FIRM NAME: KOA Corporation (Prime Consultant)

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	54.96%	+	66.22%	167.54%
OVERTIME	54.96%	+	66.22%	167.54%

FEE% = 10.00%

CALCULATION INFORMATION

[illegible]

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

COST PROPOSAL FOR KOA CORPORATION CONSULTANT TEAM

Los Angeles County Department of Public Works
As-Needed Engineering Design and Support Services for the
Road/Flood Control Construction Programs

FIRM NAME: AHBE Landscape Architects

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	10.00% +	150.00% +	10.00% =	170.00%
OVERTIME	10.00% +	150.00% +	10.00% =	170.00%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Hourly Billing Rates			Effective date of hourly rate		Actual/average hourly rate ²	% or \$ increase	Hourly range for class
	Straight	OT (1.5x)	OT (2x)	From	To			
Senior Principal	\$ 231.66	\$ 347.49	\$ 463.32	1/1/2013	12/31/2017	\$78.00	per County COLA	\$60.00 to \$96.00
Design Principal	\$ 218.30	\$ 327.44	\$ 436.59	1/1/2013	12/31/2017	\$73.50	per County COLA	\$57.00 to \$90.00
Principal	\$ 185.63	\$ 278.44	\$ 371.25	1/1/2013	12/31/2017	\$62.50	per County COLA	\$45.00 to \$80.00
Senior Project Manager	\$ 129.20	\$ 193.79	\$ 258.39	1/1/2013	12/31/2017	\$43.50	per County COLA	\$34.00 to \$53.00
Senior Project Designer	\$ 129.20	\$ 193.79	\$ 258.39	1/1/2013	12/31/2017	\$43.50	per County COLA	\$34.00 to \$53.00
Project Manager	\$ 112.86	\$ 169.29	\$ 225.72	1/1/2013	12/31/2017	\$38.00	per County COLA	\$28.00 to \$48.00
Project Designer	\$ 112.86	\$ 169.29	\$ 225.72	1/1/2013	12/31/2017	\$38.00	per County COLA	\$28.00 to \$48.00
Job Captain	\$ 105.44	\$ 158.15	\$ 210.87	1/1/2013	12/31/2017	\$35.50	per County COLA	\$25.00 to \$46.00
Landscape Designer	\$ 92.07	\$ 138.11	\$ 184.14	1/1/2013	12/31/2017	\$31.00	per County COLA	\$22.00 to \$40.00
Administrative/Clerical Staff	\$ 60.89	\$ 91.33	\$ 121.77	1/1/2013	12/31/2017	\$20.50	per County COLA	\$15.00 to \$26.00
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to

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

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

COST PROPOSAL FOR KOA CORPORATION CONSULTANT TEAM

Los Angeles County Department of Public Works
As-Needed Engineering Design and Support Services for the
Road/Flood Control Construction Programs

FIRM NAME: AndersonPenna Partners, Inc.

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	37.70%	26.20%	30.80%	94.70%
OVERTIME	14.40%	26.20%	30.80%	71.40%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Hourly Billing Rates			Effective date of hourly rate		Actual/average hourly rate ²	% or \$ increase	Hourly range for class
	Straight	OT (1.5x)	OT (2x)	From	To			
Principal	\$ 190.48	\$ 285.72	\$ 380.97	1/1/2013	12/31/2017	\$88.94	per County COLA	to
[Note, no OT Rates]	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
Senior Project Manager	\$ 158.86	\$ 238.29	\$ 317.72	1/1/2013	12/31/2017	\$74.18	per County COLA	\$71.43 to \$76.92
[Note, no OT Rates]	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
Project Manager	\$ 160.63	\$ 240.94	\$ 321.26	1/1/2013	12/31/2017	\$75.00	per County COLA	to
[Note, no OT Rates]	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
Senior Engineer	\$ 113.51	\$ 170.27	\$ 227.02	1/1/2013	12/31/2017	\$53.00	per County COLA	to
[Note, no OT Rates]	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
Project Engineer	\$ 97.81	\$ 146.72	\$ 195.62	1/1/2013	12/31/2017	\$45.67	per County COLA	to
[Note, no OT Rates]	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
CADD	\$ 64.25	\$ 96.38	\$ 128.50	1/1/2013	12/31/2017	\$30.00	per County COLA	to
Administration	\$ 85.67	\$ 128.50	\$ 171.34	1/1/2013	12/31/2017	\$40.00	per County COLA	\$15.00 to \$65.00
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to

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

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

COST PROPOSAL FOR KOA CORPORATION CONSULTANT TEAM

Los Angeles County Department of Public Works
As-Needed Engineering Design and Support Services for the
Road/Flood Control Construction Programs

FIRM NAME: Arellano Associates

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	60.00%	0.00%	60.00%
OVER TIME				

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Hourly Billing Rates			Effective date of hourly rate		Actual/average hourly rate ²	% or \$ increase	Hourly range for class
	Straight	OT (1.5x)	OT (2x)	From	To			
Genoveva Arellano/Principal	\$ 279.26	\$ 418.89	\$ 558.52	1/1/2013	12/31/2017	\$158.67	per County COLA	to
Chester Brito/Project Director	\$ 251.35	\$ 377.02	\$ 502.69	1/1/2013	12/31/2017	\$142.81	per County COLA	to
Susan DeSantis/Senior Associate	\$ 225.65	\$ 338.47	\$ 451.30	1/1/2013	12/31/2017	\$128.21	per County COLA	to
Laura Muna-Landa/Senior Associate	\$ 201.06	\$ 301.59	\$ 402.12	1/1/2013	12/31/2017	\$114.24	per County COLA	to
Cheryl Donahue/Senior Associate	\$ 201.06	\$ 301.59	\$ 402.12	1/1/2013	12/31/2017	\$114.24	per County COLA	to
Yessenia Arias/Senior Associate	\$ 156.39	\$ 234.59	\$ 312.79	1/1/2013	12/31/2017	\$88.86	per County COLA	to
Elsa Argomaniz/Associate	\$ 136.28	\$ 204.42	\$ 272.55	1/1/2013	12/31/2017	\$77.43	per County COLA	to
Raul Velazquez/Associate	\$ 136.28	\$ 204.42	\$ 272.55	1/1/2013	12/31/2017	\$77.43	per County COLA	to
Maria Yanez-Forgash/Associate	\$ 120.65	\$ 180.97	\$ 241.30	1/1/2013	12/31/2017	\$68.55	per County COLA	to
Melissa Holguin/Associate	\$ 113.94	\$ 170.91	\$ 227.88	1/1/2013	12/31/2017	\$64.74	per County COLA	to
Jeanette Chavira/Administrative	\$ 91.59	\$ 137.39	\$ 183.18	1/1/2013	12/31/2017	\$52.04	per County COLA	to
Susan Yurtin/Administrative	\$ 67.02	\$ 100.53	\$ 134.04	1/1/2013	12/31/2017	\$38.08	per County COLA	to
Gina Ulloa/Staff Support	\$ 33.51	\$ 50.27	\$ 67.02	1/1/2013	12/31/2017	\$19.04	per County COLA	to
Kyle Santiago/Staff Associate	\$ 33.51	\$ 50.27	\$ 67.02	1/1/2013	12/31/2017	\$19.04	per County COLA	to
Edna Cruz/Staff Associate	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to

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

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

COST PROPOSAL FOR KOA CORPORATION CONSULTANT TEAM

FIRM NAME: Digital Mapping Incorporated

Los Angeles County Department of Public Works
As-Needed Engineering Design and Support Services for the
Road/Flood Control Construction Programs

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	+	+	=	0.00%
OVERTIME	+	+	=	0.00%

FEE % =

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Hourly Billing Rates			Effective date of hourly rate		Actual/average hourly rate ²	% or \$ increase	Hourly range for class
	Straight	OT (1.5x)	OT (2x)	From	To			
Principal	\$ 200.00	\$ 300.00	\$ 400.00	1/1/2013	12/31/2017	\$200.00	per County COLA	\$225.00 to \$175.00
Project Manager	\$ 175.00	\$ 262.50	\$ 350.00	1/1/2013	12/31/2017	\$175.00	per County COLA	\$200.00 to \$150.00
Cert Photogrammetrist/Land Surveyor	\$ 150.00	\$ 225.00	\$ 300.00	1/1/2013	12/31/2017	\$150.00	per County COLA	\$175.00 to \$150.00
Photogrammetric Technician	\$ 100.00	\$ 150.00	\$ 200.00	1/1/2013	12/31/2017	\$100.00	per County COLA	\$125.00 to \$80.00
Photogrammetrist	\$ 85.00	\$ 127.50	\$ 170.00	1/1/2013	12/31/2017	\$85.00	per County COLA	\$110.00 to \$80.00
Engineering Draftsman	\$ 60.00	\$ 90.00	\$ 120.00	1/1/2013	12/31/2017	\$60.00	per County COLA	\$80.00 to \$60.00
CAD/System Programmer	\$ 75.00	\$ 112.50	\$ 150.00	1/1/2013	12/31/2017	\$75.00	per County COLA	\$100.00 to \$70.00
CAD/ Specialist	\$ 70.00	\$ 105.00	\$ 140.00	1/1/2013	12/31/2017	\$70.00	per County COLA	\$90.00 to \$60.00
CAD/ Technician	\$ 60.00	\$ 90.00	\$ 120.00	1/1/2013	12/31/2017	\$60.00	per County COLA	\$70.00 to \$50.00
Digital Orthophoto Production Lead	\$ 85.00	\$ 127.50	\$ 170.00	1/1/2013	12/31/2017	\$85.00	per County COLA	\$110.00 to \$85.00
Clerical Administration	\$ 50.00	\$ 75.00	\$ 100.00	1/1/2013	12/31/2017	\$50.00	per County COLA	\$60.00 to \$40.00
LIDAR Data Expert	\$ 100.00	\$ 150.00	\$ 200.00	1/1/2013	12/31/2017	\$100.00	per County COLA	\$125.00 to \$80.00
LIDAR Data Technician	\$ 75.00	\$ 112.50	\$ 150.00	1/1/2013	12/31/2017	\$75.00	per County COLA	\$100.00 to \$70.00
Aerial Photography (Mobilization)	\$ 750.00	\$ 1,125.00	\$ 1,500.00	1/1/2013	12/31/2017	\$750.00	per County COLA	to
Airborne GPS/ IMU Data information	\$ 1,500.00	\$ 2,250.00	\$ 3,000.00	1/1/2013	12/31/2017	\$1,500.00	per County COLA	to
Digital Aerial Photography (Mobilization)	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00	1/1/2013	12/31/2017	\$1,000.00	per County COLA	to
LIDAR Data Acquisition (Mobilization)	\$ 2,500.00	\$ 3,750.00	\$ 5,000.00	1/1/2013	12/31/2017	\$2,500.00	per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to

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

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

Los Angeles County Department of Public Works
As-Needed Engineering Design and Support Services for the
Road/Flood Control Construction Programs

KDM Meridian, Inc.

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	+	+	=	0.00%
OVERTIME	+	+	=	0.00%

```

%EE% =

```

CALCULATION INFORMATION

[illegible]

1. Names and classifications of prime and subconsultant team members (Key Personnel):
 2. For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.
- Note: Billing rates are subject to State prevailing rate requirements.

**Los Angeles County Department of Public Works
As-Needed Engineering Design and Support Services for the
Road/Flood Control Construction Programs**

FIRM NAME: Lund and Associates Engineering, Inc.

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	+	9.00%	23.00%
OVERTIME	0.00%	+	0.00%	0.00%

FFE % =

CALCULATION INFORMATION

[illegible]

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

COST PROPOSAL FOR KOA CORPORATION CONSULTANT TEAM

FIRM NAME: Ninyo & Moore

Los Angeles County Department of Public Works
As-Needed Engineering Design and Support Services for the
Road/Flood Control Construction Programs

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	26.00%	+	118.00%	= 144.00%
OVERTIME	26.00%	+	118.00%	= 144.00%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Hourly Billing Rates			Effective date of hourly rate		Actual/average hourly rate ²	% or \$ increase	Hourly range for class
	Straight	OT (1.5x)	OT (2x)	From	To			
Kurt Yoshii, Principle Eng/Geo/Env. Scientist	\$ 214.18	\$ 321.27	\$ 428.37	1/1/2013	12/31/2017	\$79.80	per County COLA	N/A to
Garreth Saiki, Principal Eng/Geo/Env. Scientist	\$ 166.46	\$ 249.69	\$ 332.92	1/1/2013	12/31/2017	\$62.02	per County COLA	N/A to
Michael Pearce, Principal Eng/Geo/Env. Scientist	\$ 174.19	\$ 261.29	\$ 348.38	1/1/2013	12/31/2017	\$64.90	per County COLA	NA to
Senior Eng/Geo/Env. Scientist	\$ 144.94	\$ 217.40	\$ 289.87	1/1/2013	12/31/2017	\$54.00	per County COLA	\$36.06 to \$56.00
Senior Project Eng/Geo/Env. Scientist	\$ 122.31	\$ 183.46	\$ 244.62	1/1/2013	12/31/2017	\$45.57	per County COLA	\$29.81 to \$52.88
Project Eng/Geo/Env. Scientist	\$ 112.24	\$ 168.37	\$ 224.49	1/1/2013	12/31/2017	\$41.82	per County COLA	\$25.00 to \$42.31
Senior Staff Eng/Geo/Env. Scientist	\$ 100.65	\$ 150.98	\$ 201.30	1/1/2013	12/31/2017	\$37.50	per County COLA	\$20.00 to \$38.00
Staff Eng/Geo/Env. Scientist	\$ 78.16	\$ 117.24	\$ 156.32	1/1/2013	12/31/2017	\$29.12	per County COLA	\$18.00 to \$31.50
Glenn A. Miller/Sr. Field Tech/Inspector *	\$ 131.89	\$ 197.84	\$ 263.78	1/1/2013	12/31/2017	\$49.14	per County COLA	N/A to
Materials Tester *	\$ 127.11	\$ 190.67	\$ 254.23	1/1/2013	12/31/2017	\$47.36	per County COLA	N/A to
Illustrator/CAD/Account	\$ 85.89	\$ 128.83	\$ 171.78	1/1/2013	12/31/2017	\$32.00	per County COLA	\$14.25 to \$38.00
Data Processor	\$ 71.13	\$ 106.69	\$ 142.25	1/1/2013	12/31/2017	\$26.50	per County COLA	\$12.00 to \$38.00
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to

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

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

* Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*) Prevailing Wage is based on current DIR determination. Any Future DIR escalation of prevailing wage rate will be reflected in the loaded rates.

COST PROPOSAL FOR KOA CORPORATION CONSULTANT TEAM

Los Angeles County Department of Public Works
As-Needed Engineering Design and Support Services for the
Road/Flood Control Construction Programs

FIRM NAME: Overland, Pacific & Cutler, Inc.

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	45.60% +	60.30%	61.10% =	167.00%
OVERTIME	45.60% +	60.30%	61.10% =	167.00%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Hourly Billing Rates			Effective date of hourly rate		Actual/average hourly rate ²	% or \$ increase	Hourly range for class
	Straight	OT (1.5x)	OT (2x)	From	To			
Joey Mendoza/Principal In Charge	\$ 203.33	\$ 304.99	\$ 406.66	1/1/2013	12/31/2017	\$69.23	per County COLA	\$69.23 to \$69.23
Craig Justesen/Project Manager	\$ 203.33	\$ 304.99	\$ 406.66	1/1/2013	12/31/2017	\$69.23	per County COLA	\$69.23 to \$69.23
Roy Guinaldo/Senior Agent	\$ 100.56	\$ 150.84	\$ 201.13	1/1/2013	12/31/2017	\$34.24	per County COLA	\$34.24 to \$34.24
Erick Gutierrez/Senior Agent	\$ 79.09	\$ 118.64	\$ 158.19	1/1/2013	12/31/2017	\$26.93	per County COLA	\$26.93 to \$26.93
Ramie Dawit/Senior Agent	\$ 79.06	\$ 118.60	\$ 158.13	1/1/2013	12/31/2017	\$26.92	per County COLA	\$26.92 to \$26.92
Tim Green/Agent	\$ 90.05	\$ 135.07	\$ 180.10	1/1/2013	12/31/2017	\$30.66	per County COLA	\$30.66 to \$30.66
Albert Harmon/Agent	\$ 59.30	\$ 88.95	\$ 118.60	1/1/2013	12/31/2017	\$20.19	per County COLA	\$20.19 to \$20.19
Madelia Rivera/Relocation Agent	\$ 84.73	\$ 127.10	\$ 169.46	1/1/2013	12/31/2017	\$28.85	per County COLA	\$28.85 to \$28.85
Inez Garcia/Project Support	\$ 58.62	\$ 87.93	\$ 117.25	1/1/2013	12/31/2017	\$19.96	per County COLA	\$19.96 to \$19.96
Rosie Steward/Project Support	\$ 48.02	\$ 72.03	\$ 96.04	1/1/2013	12/31/2017	\$16.35	per County COLA	\$16.35 to \$16.35
Mike Parker/Utilities Manager	\$ 127.08	\$ 190.63	\$ 254.17	1/1/2013	12/31/2017	\$43.27	per County COLA	\$43.27 to \$43.27
John Van Hoogan/Analyst	\$ 63.56	\$ 95.34	\$ 127.11	1/1/2013	12/31/2017	\$21.64	per County COLA	\$21.64 to \$21.64
Nancy Bopha/Analyst	\$ 47.08	\$ 70.62	\$ 94.16	1/1/2013	12/31/2017	\$16.03	per County COLA	\$16.03 to \$16.03
John Simenton/Property Manager	\$ 133.81	\$ 200.71	\$ 267.62	1/1/2013	12/31/2017	\$45.56	per County COLA	\$45.56 to \$45.56
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to

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

COST PROPOSAL FOR KOA CORPORATION CONSULTANT TEAM

Los Angeles County Department of Public Works
As-Needed Engineering Design and Support Services for the
Road/Flood Control Construction Programs

FIRM NAME: Ultrasystems Environmental, Inc.

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	17.34%	90.26%	40.90%	148.50%
OVERTIME				0.00%

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Hourly Billing Rates			Effective date of hourly rate		Actual/average hourly rate ²	% or \$ increase	Hourly range for class
	Straight	OT (1.5x)	OT (2x)	From	To			
Principal	\$ 218.68	\$ 328.02	\$ 437.36	1/1/2013	12/31/2017	\$80.00	per County COLA	\$75.00 to \$110.00
Project Director	\$ 183.14	\$ 274.72	\$ 366.29	1/1/2013	12/31/2017	\$67.00	per County COLA	\$65.00 to \$85.00
Sr. Environmental Scientist/Engineer	\$ 172.21	\$ 258.32	\$ 344.42	1/1/2013	12/31/2017	\$63.00	per County COLA	\$60.00 to \$70.00
Sr. Project Manager	\$ 155.81	\$ 233.71	\$ 311.62	1/1/2013	12/31/2017	\$57.00	per County COLA	\$50.00 to \$60.00
Project Manager	\$ 144.88	\$ 217.31	\$ 289.75	1/1/2013	12/31/2017	\$53.00	per County COLA	\$45.00 to \$55.00
Scientist/Engineer	\$ 133.94	\$ 200.91	\$ 267.88	1/1/2013	12/31/2017	\$49.00	per County COLA	\$40.00 to \$50.00
Senior Planner	\$ 123.01	\$ 184.51	\$ 246.02	1/1/2013	12/31/2017	\$45.00	per County COLA	\$40.00 to \$50.00
Senior Biologist	\$ 117.54	\$ 176.31	\$ 235.08	1/1/2013	12/31/2017	\$43.00	per County COLA	\$40.00 to \$45.00
Associate Planner	\$ 101.14	\$ 151.71	\$ 202.28	1/1/2013	12/31/2017	\$37.00	per County COLA	\$35.00 to \$40.00
Assistant Planner/Environmental Analyst	\$ 95.67	\$ 143.51	\$ 191.35	1/1/2013	12/31/2017	\$35.00	per County COLA	\$35.00 to \$40.00
Staff Biologist	\$ 87.47	\$ 131.21	\$ 174.94	1/1/2013	12/31/2017	\$32.00	per County COLA	\$30.00 to \$40.00
Graphic Illustrator/GIS Conformance	\$ 84.74	\$ 127.11	\$ 169.48	1/1/2013	12/31/2017	\$31.00	per County COLA	\$30.00 to \$40.00
Word Processor	\$ 82.01	\$ 123.01	\$ 164.01	1/1/2013	12/31/2017	\$30.00	per County COLA	\$30.00 to \$40.00
Technician	\$ 76.54	\$ 114.81	\$ 153.08	1/1/2013	12/31/2017	\$28.00	per County COLA	\$25.00 to \$35.00
Intern	\$ 49.20	\$ 73.80	\$ 98.41	1/1/2013	12/31/2017	\$18.00	per County COLA	\$15.00 to \$20.00
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to
	\$ -	\$ -	\$ -	1/1/2013	12/31/2017		per County COLA	to

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

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