PW13979

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 2nd day of July, 2015.

BY AND BETWEEN

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

AND

PROJECT CONTROLS GROUP, INC. hereinafter referred to as Consultant,

County has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide as-needed cost estimating services.

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

The parties hereto do mutually agree as follows:

1. Definition

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

2. Consultant's Services

The scope of work shall be as outlined in the Attachment 1 dated June 16, 2015. No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Article 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant a maximum not to exceed fee of One Million Dollars ($1,000,000) in the manner set forth immediately below and according to the hourly fee schedule attached to this Agreement as **ATTACHMENT 4**.

County shall compensate Consultant as follows:

a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Attachment 1 dated June 16, 2015, up to a maximum of $1,000,000. 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. Subject to the maximum not-to-exceed fee of $1,000,000, Supplemental Consultant Services may be required at County's discretion, upon prior written authorization by Director, and will be based on Consultant's fee schedule attached to this Agreement as Attachment 4. The Director may supplement the initial not-to-exceed amount of $1,000,000 by up to 10 percent per amendment based on workload requirements. The aggregate amount, per agreement, of such amendments shall not exceed 25 percent of the original contract amount.

c. If requested by the Consultant, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased annually based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to the Consultant.

d. In the event that budget reductions occur in any fiscal year covered by

this Agreement that may cause County to consider terminating this Agreement, the County may attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the Agreement.

e. All funds for payment of services rendered after June 30 of the current fiscal year are subject to County's legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each future fiscal year, and in the event that funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.

f. Consultant will not be required to perform services which will exceed the Contract amount, scope of work, and Contract dates without amendment to this Agreement.

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

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

4. Equipment and Supplies

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

5. County's Responsibility

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

6. County's Representative

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

7. Term and Termination

The term of this Agreement shall commence on the date of contract execution and, except as provided below in this paragraph, shall extend for a period of 3 years from such commencement date. The agreement includes two (2) one-year renewal options, which may be exercised at the sole discretion of the County.

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

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

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 three 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.

8. Ownership of County Materials

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

Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

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

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

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

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

d. Consultant shall affix the following notice to all County Materials: "© Copyright 2015 (or such other appropriate date of first publication), County of Los

Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.

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

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

9. Indemnification and Insurance

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

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

Alternative 1 ✓ Alternative 2 _____

10. Anti-Discrimination

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

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

Consultant specifically recognizes and agrees that if County finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of

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

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

11. Independent 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.

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

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

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 "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. Time Off for Voting

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

38. Notices

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

COUNTY	CONSULTANT
Department of Public Works Architectural Engineering Division Contracts & Operations, 8th Floor 900 South Fremont Avenue Alhambra, CA 91803 (626) 300-2330	Project Controls Group, Inc. 2 Campbell Plaza, Building C Saint Louis, MO 63139 (314) 647-0707

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

39. Entire Agreement

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

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

COUNTY OF LOS ANGELES

By _____
Deputy Director
Department of Public Works

PROJECT CONTROLS GROUP, INC.

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By _____
Deputy County Counsel

P:\aepub\CONTRACTS\Master File Documents\AGREEMENTs\New Consultant Services Agreement.doc

ACKNOWLEDGMENT

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

State of ~~California~~ Missouri
County of City of St Louis)

On the 17th day of June, 2015 before me, Marvin Woods - President
(insert name and title of the officer)

personally appeared Marvin Woods- President,
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~~ Missouri that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KAREN LEE STACY
Notary Public-Notary Seal
State of Missouri, Saint Louis City
Commission # 14545352
My Commission Expires Mar 30, 2018

Signature Karen Lee Stacy (Seal)

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Missouri
County of City of ST Louis } ss.

On this the 17th day of June, 2015, before me, Karen Lee Stacy, the undersigned Notary Public, personally appeared Marvin Wooos,

(Day / Month / Year / Name of Notary Public / Name(s) of Signer(s))

☐ personally known to me – **OR** –

☒ 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 for the purposes therein stated.

KAREN LEE STACY
Notary Public-Notary Seal
State of Missouri, Saint Louis City
Commission # 14545352
My Commission Expires Mar 30, 2018

WITNESS my hand and official seal.

Karen Lee Stacy
Signature of Notary Public

Karen Lee Stacy
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement for Consulting Services

Document Date: 6/17/15 Number of Pages: 18

Signer(s) Other Than Named Above: _____

Right Thumbprint of Signer
Top of thumb here

© 2002 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org
Item No. 5936 Reorder: Call Toll-Free 1-800 US NOTARY (1-800-876-6827)

ACKNOWLEDGMENT

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

State of ~~California~~ Missouri
County of City of St Louis)

On the 17th day of June 2015 before me, Viola Pancratz - Secretary
(insert name and title of the officer)

personally appeared Viola Pancratz,
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~~ State of Missouri that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen Lee Stacy (Seal)

KAREN LEE STACY
Notary Public-Notary Seal
State of Missouri, Saint Louis City
Commission # 14545352
My Commission Expires Mar 30, 2018

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Missouri
County of City of St Louis } ss.

On this the 17th day of June, 2015, before me, Karen Lee Stacy, the undersigned Notary Public, personally appeared Viola Pancratz – Secretary,

Name of Notary Public
Name(s) of Signer(s)

☐ personally known to me – **OR** –

☒ 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 for the purposes therein stated.

KAREN LEE STACY
Notary Public-Notary Seal
State of Missouri, Saint Louis City
Commission # 14545352
My Commission Expires Mar 30, 2018

WITNESS my hand and official seal.

Karen Lee Stacy
Signature of Notary Public

Karen Lee Stacy
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Right Thumbprint of Signer
Top of thumb here

Description of Attached Document

Title or Type of Document: Agreement for Consulting Services

Document Date: 6/17/15 Number of Pages: 18

Signer(s) Other Than Named Above: _____

© 2002 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org
Item No. 5936 Reorder: Call Toll-Free 1-800 US NOTARY (1-800-876-6827)

June 16, 2015

ATTACHMENT 1
AS-NEEDED COST ESTIMATING SERVICES

The services to be rendered by the Consultant shall be as described in the County's Request for Proposals dated September 22, 2014 and in the Consultant's proposal dated October 20, 2014, except to the extent they are inconsistent with this attachment and the terms of this Agreement. Consultant's work shall consist of all such services as are customarily rendered when providing as-needed cost estimating services. The work shall include, but not be limited to, the following:

SCOPE OF SERVICES

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

1. General

   The Consultant shall provide qualified personnel to provide as-needed cost estimating services to support various County projects throughout the County of Los Angeles.

   Public Works requires a consultant for estimating services to support design and engineering for capital projects and other building renovations. Capital projects may consist of numerous building types for County departments, including health services. Building related civil work experience is relevant.

2. Project Estimates:

A. Provide all technical and support services that may be required to prepare accurate cost estimates for projects, such as: quantity takeoffs, site visits, computer support, price and productivity references, etc.

B. Prepare conceptual (programming) cost estimates, detailed construction document cost estimates, and other types of estimates as required by the County.

C. Submit cost estimates using Construction Specifications Institute (CSI) format as specifically defined per work authorization.

D. As a third party cost estimator, evaluate cost breakdowns prepared by other consultants hired by the County, and when directed, provide independent cost breakdowns for these projects. Participate in peer review cost evaluation meetings with County representative, when directed.

E. Estimate construction time.

F. Review cost of phasing as related to the subject project.

3. Change Orders and Claims:

A. Study revised drawings and/or other documentation and compare them with original drawings to determine the extent of a change or the validity of a claim.

B. Determine the quantity of materials and charges involved in a claim or proposed change order and compare them with similar data in the contractor's claim or proposal and in the original contract proposal.

C. Derive an independent cost estimate for proposed change order work or a claim and compare it with the contractor's proposal or claim.

D. Provide the County with copies, as specified, of the independent estimates and back-up data where required.

E. Make field inspection checks and participate in conferences as required by the County.

F. In arbitration or litigation related to cost claims, provide services as expert witness on behalf of the County.

4. Schedule of Services

A. Specified services shall be available on an as-needed basis. The County will determine the due date for each project.

B. Consultant shall arrange for a qualified representative to work with County representatives on a weekly basis, or as the need arises, to submit and/or discuss cost estimating issues.

DELIVERABLES

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

SCHEDULE

The term of this Agreement shall commence on the date of contract execution and, except as provided below in this paragraph, shall extend for a period of 3 years from such commencement date. The agreement includes two (2) one-year renewal options, which may be exercised at the sole discretion of the County.

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

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

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 three 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.

Work shall be performed on an as-needed basis.

COMPENSATION

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

Consultant shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's fee schedule (**ATTACHMENT 4**). The County shall allow Cost of Living Adjustments to the Consultant's fee schedule as defined in Section 3c of this Contract.

Project Manager preapproval in writing will be required for special costs, such as courier/overnight services or outside copying.

Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses.

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.

MW
Initials

ATTACHMENT 3

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

P:\AEPUB\CONTRACTS\Master File Documents\Insurance Attachments\REVISED Alternative Forms\Alternative 2.doc
1/2007

ATTACHMENT 4

#2 Campbell Plaza - 3B . 59th & Juniata . St. Louis, MO 63139 . 314 . 647 . 0707

Project Controls Group, Inc

Exceeding your expectations through superior performance

April 29, 2015 **(REVISED)**

Ms Cheryl Wong
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803-1331

Re: As-Needed Cost Estimating Services (AED7739951)

Dear Ms Wong:

In response to your e-mail dated April 16, 2015 announcing the selection of Project Controls Group, Inc as one of the three small sized category firms to provide As-Needed Cost Estimating Services, we are providing you with the information requested therein.

Exact Legal Name of Firm: PROJECT CONTROLS GROUP, INC.

Address and Phone Number:
2 Campbell Plaza
Bldg C
Saint Louis, MO 63139
Tel: (314) 647-0707
Fax: (314) 647-0709

Name of Person Authorized to Represent PCG / Primary Point of Contact:

Name: Marvin Woods, CCP – Principal
E-mail Address: mwoods@projectcontrolsgroup.com
Phone Number: (314) 647-0707, extension 25

Schedule of Fees
(Dated: April 30, 2015)

The table below reflects the schedule of fees for Project Controls Group, Inc. and our Subcontractor, Lenax Construction Services

Project Controls Group Fee Structure	
Position	Hourly Rate
Project Executive	$215.00
Project Manager	$206.10
Lead Estimator	$174.48
Senior Estimator	$136.40
Estimator	$110.00
Administrative	$84.91

Lenax Construction Services Fee Structure	
Position	Hourly Rate
Lead Estimator	$192.00
Senior Estimator	$170.00
Estimator	$145.00
Junior Estimator	$120.00

The above listed prices begin on the date of the full execution of the contract and include Overhead and profit, as well as mileage, copying, phone calls, meals, supplies, and other equipment. Prices may only be adjusted per the County's Cost of Living Adjustment (COLA) policy as defined in the contract.

Respectfully Submitted,
PROJECT CONTROLS GROUP, INC.



Marvin Woods, CCE
Principal