



AGREEMENT FOR

Labor Compliance Monitoring

between

County of Riverside

and

Labor Compliance Providers, Inc. (LCPI)

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LABOR COMPLIANCE MONITORING CONSULTING SERVICES AGREEMENT

This Agreement for East County Detention Center Material Testing and Inspection Services is made by and between the COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Labor Compliance Providers, Inc. (LCPI), hereinafter referred to as "CONSULTANT", (collectively the "Parties"), who are located at the following addresses:

County of Riverside	LCPI
Economic Development Agency	1168 East La Cadena Dr., #201
Tenth Street, 4 th Floor	Riverside, CA 92507
Riverside, CA 92502	

The Parties do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT'S PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The CONSULTANT PROJECT MANAGER for CONSULTANT shall be:

Sophia Ramirez

The COUNTY PROJECT MANAGER for COUNTY shall be:

Rizaldy Baluyot

ARTICLE II • PROJECT DEFINITION

The COUNTY desires to provide for the efficient and orderly development of the East County Detention Center. Such development requires labor compliance monitoring services. CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY has designated its Economic Development Agency as the lead agency for PROJECT.

CONSULTANT agrees that it will maintain coordination with COUNTY designated personnel as may be

requested or required for PROJECT.

B. COUNTY Standards

All deliverables shall be prepared in accordance with the current COUNTY practices, regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject to review and approval by COUNTY.

C. CONSULTANT Staff

1. CONSULTANT has been selected to perform the PROJECT herein because of the skills and expertise of key individuals. CONSULTANT agrees that the following key individuals in CONSULTANT'S company shall be associated with the PROJECT in the following capacities:

JOB TITLE	NAME
Project Manager/Senior Labor Compliance Officer	Sophia Ramirez
Compliance Analyst	Isabel Ayala
CPR Auditor	Tyler Reed
Field Investigator	Bob Pfeifer

2. CONSULTANT shall not change any of the key personnel listed above without prior written approval of COUNTY, unless said personnel ceases to be employed by CONSULTANT. In either case, COUNTY shall be allowed to interview and approve replacement personnel.

3. If any designated lead or key person fails to perform to the satisfaction of the COUNTY, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement. CONSULTANT shall within seven (7) days provide a permanent replacement person acceptable to COUNTY.

ARTICLE IV • CONDITIONS

A. Notifications

All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the CONSULTANT PROJECT MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this Agreement.

B. Assignment

1 In as much as this Agreement is intended to secure the specialized services of CONSULTANT,
2 CONSULTANT may not assign, transfer, delegate or sublet any interest herein without the prior written
3 consent of COUNTY, which may be granted or withheld in its' sole discretion; and any such assignment,
4 transfer, delegation or sublease without the COUNTY'S prior written consent shall be considered null and
5 void.

6 **C. Subcontracts**

- 7 1. CONSULTANT shall perform the services contemplated with resources available within its own
8 organization. No portion of the services pertinent to this Agreement shall be subcontracted without
9 written authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in
10 this Agreement.
- 11 2. In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under this Agreement,
12 CONSULTANT shall require its subcontractors to comply with the terms of this Agreement in the same
13 manner as required of CONSULTANT including, but not limited to; indemnification of the COUNTY,
14 requiring the same insurance of Subcontractors as required of CONSULTANT, and having
15 Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this
16 Agreement requires CONSULTANT'S insurance to name COUNTY as Additional Insured.

17 **D. Modifications**

- 18 1. This Agreement may be amended or modified only by mutual written agreement of the Parties. No
19 alteration or variation of the terms of this contract will be valid unless made in writing and signed by the
20 Parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of
21 the Parties hereto.
- 22 2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor
23 modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or
24 funding from one phase to another. All requests for minor modifications must be approved in writing by
25 the Director of EDA, or his designee, prior to implementing the change.
- 26 3. There shall be no change in the CONSULTANT PROJECT MANAGER or key members of the PROJECT
27 team without prior written approval by the COUNTY PROJECT MANAGER.
- 28 4. All modifications that do not fit within the definition of a minor modification to this Agreement shall be
29 considered a major change and must be approved in writing by the CONSULTANT and COUNTY Board

1 of Supervisors prior to implementing the major change.

2 **E. COUNTY Directives**

3 CONSULTANT shall receive contract directions and interpretations from the COUNTY PROJECT
4 MANAGER.

5 **F. Liability**

- 6 1. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, and
7 estimates prepared for PROJECT and shall check all such material accordingly. COUNTY will review all
8 work product deliverables. The responsibility for accuracy and completeness of such items remains
9 solely that of CONSULTANT. Neither COUNTY'S review or approval shall give rise to any liability or
10 responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its
11 professional responsibilities or obligations under this Agreement.
- 12 2. The data, calculations, reports and other documents furnished in accordance with the Scope of Services
13 shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically
14 and grammatically correct, checked and having the preparer and checker identified. The minimum
15 standard of appearance, organization and contents shall be of similar types produced by COUNTY. If
16 any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or
17 similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work
18 products not so designated is ready for and can be used on PROJECT.
- 19 3. COUNTY and CONSULTANT agree that data, calculations, reports or other work products prepared by
20 CONSULTANT are for the exclusive use of COUNTY and will be used by COUNTY for the project for
21 which they were specifically prepared. CONSULTANT shall not be responsible for use of such data,
22 calculations, reports or other work products if used on a different project without the written authorization
23 or approval by CONSULTANT.
- 24 4. CONSULTANT acknowledges that the data, calculations, reports and/or other work products may be used
25 by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and
26 COUNTY. All data, calculations, reports, or other work product shall be deemed the sole and exclusive
27 property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is
28 executed or not.
- 29 5. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract,

1 shall act in an independent capacity and not as officers, employees or agents of COUNTY.

- 2 6. CONSULTANT has the sole discretion to determine how, when, and where to perform services required
3 to achieve the final result specified in the Scope of Services for PROJECT subject to PROJECT timelines
4 and availability of access during COUNTY regular operating hours.
- 5 7. CONSULTANT has the right to perform services for other clients during the term of this Agreement as
6 long as such services are not in direct conflict with the services provided to COUNTY.
- 7 8. CONSULTANT and its employees shall not be entitled to and are not eligible for COUNTY employee
8 benefits, including, but not limited to, medical, dental or vision insurance, life insurance, retirement
9 benefits, vacation or sick pay, or any other benefit or compensation beyond that which is set forth
10 explicitly in this contract.
- 11 9. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace,
12 tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT under this
13 Agreement. Notwithstanding the foregoing, COUNTY may, in its sole discretion, and with prior consent,
14 provide access to COUNTY facilities, offices or meeting rooms during regular business hours for
15 meetings, conferences or other work of CONSULTANT.

16 **G. Indemnification and Defense**

- 17 1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its
18 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
19 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
20 individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss,
21 suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence,
22 recklessness, willful misconduct, errors or omissions of CONSULTANT, its directors, officers, partners,
23 employees, agents or representatives or any person or organization for whom CONSULTANT is
24 responsible, arising out of or from the performance of services under this Agreement. To the extent a
25 loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of
26 CONSULTANT which are not design professional services, CONSULTANT shall indemnify Indemnitees
27 whether or not CONSULTANT is negligent.
- 28 2. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability
29 arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractor

1 of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other
2 benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant
3 to this Agreement.

- 4 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
5 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
6 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any
7 act or omission of CONSULTANT.
- 8 3. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but not limited to
9 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
10 proceedings based or alleged to be based on any act or omission of CONSULTANT arising out of or from
11 the performance of services under this contract. The duty to defend applies to any alleged or actual
12 negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The duty to defend
13 shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not
14 CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if
15 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused
16 by the sole active negligence of Indemnitees.
- 17 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
18 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 19 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
20 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
21 Code sections 2782 and 2782.8.

22 **H. Quality Control**

23 CONSULTANT shall implement and maintain the following quality control procedures during the
24 preparation of the data, reports, and documents relating to PROJECT. CONSULTANT shall have a
25 quality control plan in effect during the entire time services are being performed under this contract. The
26 plan shall establish a process whereby calculations are independently checked, reports checked,
27 corrected and back-checked, and all job related correspondence and memoranda routed and received by
28 affected persons and then bound in appropriate job files. Where several drawings show different work in
29 the same area, means shall be provided to avoid conflicts and misalignment in both new and existing

1 improvements. Evidence that the quality control plan is functional may be requested by the COUNTY
2 PROJECT MANAGER. All data, calculations, documents and other items submitted to the COUNTY
3 PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation
4 of the material followed the quality control plan established for the work.

5 **I. Extra Work**

- 6 1. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY
7 shall provide extra compensation to the CONSULTANT. Allowable compensation for approved extra
8 work will be based on the provisions of Exhibit A, Budget, which is attached hereto and incorporated
9 herein by reference.
- 10 2. An amendment to this Agreement providing for such compensation for Extra Work shall be issued by
11 COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by both Parties.
- 12 3. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY
13 PROJECT MANAGER.

14 **J. Disputes**

- 15 1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of this
16 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall
17 promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same
18 whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or
19 decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within
20 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his
21 objections and reasons therefore. Except for such protests or objections as are made of record in the
22 manner specified and within the time stated herein, and except for such instances where the basis of a
23 protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for
24 protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or
25 decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders,
26 instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's
27 authority.
- 28 2. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual
29 agreement may be settled by mediation or arbitration, provided that the Parties mutually agree to submit

1 to mediation or arbitration.

- 2 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT from full
3 and timely performance in accordance with the terms of the contract.

4 **K. Termination Without Cause**

- 5 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
6 thirty (30) calendar days written notice to CONSULTANT.
- 7 2. In the event of termination of the Agreement, upon demand, CONSULTANT shall deliver to COUNTY all
8 field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and
9 documents prepared by or provided to CONSULTANT in the performance of this contract. All such
10 documents and materials shall be property of COUNTY.
- 11 3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services
12 performed in accordance with the terms of this Agreement up to the time written notice of contract
13 cancellation is received by CONSULTANT. Payment shall be made for services performed to date based
14 upon the percentage ratio that the basic services performed bear to the services contracted for, less
15 payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs
16 incurred.

17 **L. Termination for Lack of Performance**

18 COUNTY may terminate this contract and be relieved of the payment of any consideration to
19 CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in
20 the manner herein provided. In the event of such termination, COUNTY may proceed with the work in
21 any manner deemed proper by COUNTY. In such event, CONSULTANT shall be paid only for work
22 completed and delivered to COUNTY in a timely and successful manner.

23 **M. Insurance**

24 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless,
25 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the
26 following insurance coverage's during the term of this Agreement. As respects to the insurance section only,
27 the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and
28 Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed
29 officials, agents or representatives as Additional Insureds.

1 1. Workers' Compensation:

2 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall
3 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State
4 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with
5 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
6 subrogation in favor of The County of Riverside.

7 2. Commercial General Liability:

8 Commercial General Liability insurance coverage, including but not limited to, premises liability,
9 unmodified contractual liability, products and completed operations liability, personal and advertising
10 injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S
11 performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's
12 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance
13 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)
14 times the occurrence limit.

15 3. Vehicle Liability:

16 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then
17 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an
18 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
19 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
20 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

21 4. Professional Liability

22 CONSULTANT shall maintain Professional Liability Insurance providing coverage for the
23 CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less
24 than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT'S Professional
25 Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance
26 shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense
27 either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates
28 Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this
29 Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has Maintained

1 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will
2 continue as long as the law allows.

3 5. General Insurance Provisions - All lines:

4 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
5 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are
6 waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement
7 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

8 b. The CONSULTANT must declare its insurance self-insured retention for each coverage required
9 herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall
10 have the prior written consent of the County Risk Manager before the commencement of operations
11 under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and
12 at the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or
13 eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a
14 bond which guarantees payment of losses and related investigations, claims administration, and
15 defense costs and expenses.

16 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside
17 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
18 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing
19 by the County Risk Manager, provide original Certified copies of policies including all Endorsements
20 and all attachments thereto, showing such insurance is in full force and effect. Further, said
21 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty
22 (30) days written notice shall be given to the County of Riverside prior to any material modification,
23 cancellation, expiration or reduction in coverage of such insurance. In the event of a material
24 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate
25 forthwith, unless the County of Riverside receives, prior to such effective date, another properly
26 executed original Certificate of Insurance and original copies of endorsements or certified original
27 policies, including all endorsements and attachments thereto evidencing coverage's set forth herein
28 and the insurance required herein is in full force and effect. CONSULTANT shall not commence
29 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified

1 original copies of endorsements and if requested, certified original policies of insurance including all
2 endorsements and any and all other attachments as required in this Section. An individual authorized
3 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and
4 the Certificate of Insurance.

- 5 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be
6 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
7 retention's or self-insured programs shall not be construed as contributory.
- 8 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
9 of services; or, there is a material change in the equipment to be used in the performance of the
10 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)
11 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of
12 liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the
13 amount or type of insurance carried by the CONSULTANT has become inadequate.
- 14 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of
15 subconsultants working under this Agreement.
- 16 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
17 insurance acceptable to the COUNTY.
- 18 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that
19 may give rise to a claim arising from the performance of this Agreement.

20 **N. Conflict of Interest**

21 CONSULTANT warrants, by execution of this Agreement, that no person or selling agency has been
22 employed or retained to solicit or secure this contract upon an agreement or understanding for a
23 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide
24 established commercial or selling agencies maintained by CONSULTANT for the purpose of securing
25 business. For breach or violation of this warranty, COUNTY has the right to annul this Agreement without
26 liability, pay only for the value of the work actually performed, or in its discretion to deduct from the
27 contract price or consideration, or otherwise recover, the full amount of such commission, percentage,
28 brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest
29 Statement prior to, during, or after execution of this contract. CONSULTANT understands that as a

1 condition of this contract CONSULTANT agrees to complete the Conflict of Interest Statement when
2 requested to do so by COUNTY.

3 **O. Legal Compliance**

4 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and
5 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in
6 effect and in any manner affecting the performance under this contract, including, without limitation,
7 workers' compensation laws and licensing and regulations.

8 **P. Nondiscrimination**

- 9 1. During the performance of this Agreement, CONSULTANT and its Subcontractors shall not act unlawfully
10 against any employee or applicant for employment because of race, religion, color, national origin,
11 ancestry, physical handicap, medical condition, marital status, age or sex. CONSULTANT and
12 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
13 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
14 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
15 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
16 Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by
17 reference and made a part hereof as if set forth in full. CONSULTANT and its Subcontractors shall give
18 written notice of their obligations under this clause to labor organizations with which they have a collective
19 bargaining or other agreement.
- 20 2. CONSULTANT will provide all information and reports required by the Regulations, or orders and
21 instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources
22 of information, and its facilities as may be determined by COUNTY to be pertinent to ascertain
23 compliance with such Regulations, orders and instructions. Where any information required of
24 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information,
25 CONSULTANT shall so certify to COUNTY, and shall set forth what efforts he has made to obtain the
26 information.
- 27 3. In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract,
28 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not
29 limited to:

- 1 • Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
- 2 • Cancellation, termination, or suspension of the contract in whole or in part.

- 3 4. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all
- 4 subcontracts to perform work under this contract.
- 5 5. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49
- 6 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

7 **Q. Labor Code and Prevailing Wages**

- 8 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 9 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
- 10 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here
- 11 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,
- 12 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's
- 13 compensation insurance and directly effect the method of prosecution of the work by CONSULTANT and
- 14 subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties
- 15 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
- 16 required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT'S certification
- 17 that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes
- 18 CONSULTANT'S certification as follows: "I am aware of the provisions of Section 3700 of the California
- 19 Labor Code which require every employer to be insured against liability for worker's compensation or to
- 20 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
- 21 provisions before commencing the performance of the work of this contract."
- 22 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
- 23 wages applicable to the work, and for holiday and overtime work, including employer payments for health
- 24 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
- 25 been determined by the Director of the California Department of Industrial Relations. These wages are
- 26 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

27 **R. Review and Inspection**

28 CONSULTANT and any Subcontractors shall permit COUNTY to review and inspect PROJECT activities

29 including review and inspection on a daily basis, if requested.

1 **S. Record Retention / Audits**

- 2 1. CONSULTANT, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
3 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
4 administering the contract. All parties shall make such materials available at their respective offices at all
5 reasonable times during the contract period and for ten years from the date of final payment under the
6 contract or ten years from project closeout, whichever is later.
- 7 2. COUNTY, the State Auditor General, or any duly authorized representative of the State Government shall
8 have access to any books, records, and documents of CONSULTANT that are pertinent to the contract
9 for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

10 **T. Ownership of Data**

11 Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of
12 this contract will automatically be vested in COUNTY and no further agreement will be necessary to
13 transfer ownership to COUNTY.

14 **U. Confidentiality of Data**

- 15 1. All financial, statistical, personal, technical or other data and information which is designated confidential
16 by COUNTY, and made available to CONSULTANT in order to carry out this contract, shall be protected
17 by CONSULTANT from unauthorized use and disclosure.
- 18 2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the
19 contract shall not authorize CONSULTANT to further disclose such information or disseminate the same
20 on any other occasion.
- 21 3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract,
22 including COUNTY actions regarding this contract. Communication shall be limited to COUNTY, or
23 CONSULTANT'S staff that are involved with the project, unless CONSULTANT shall be requested by
24 COUNTY to attend a public hearing or respond to questions from a Legislative committee.
- 25 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
26 nondisclosure of the same.
- 27 5. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever
28 regarding work performed or to be performed under this contract without prior review of the contents
29 thereof by COUNTY and receipt of COUNTY's written permission.

1 **V. Funding Requirements**

- 2 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local
3 agencies.
- 4 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the
5 purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations,
6 conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the
7 provisions, terms or funding of this contract in any manner.
- 8 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
9 amended or terminated to reflect any reduction in funds.

10 **ARTICLE V • PERFORMANCE**

11 **A. Performance Period**

- 12 1. This Agreement shall begin upon notification to proceed by the COUNTY PROJECT MANAGER. Unless
13 terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be: 1200
14 calendar days.
- 15 2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until
16 the proposed contract is fully executed and approved by COUNTY.
- 17 3. CONSULTANT shall perform PROJECT services in accordance with the provisions set forth in Exhibit A,
18 Schedule of Services, which is attached hereto and incorporated herein by reference.
- 19 4. Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
20 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments
21 prior to final submission.
- 22 5. When COUNTY determines that CONSULTANT has satisfactorily completed the PROJECT services,
23 COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur
24 any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may
25 request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all
26 covenants as stipulated in this contract.
- 27 6. Time is of the essence in this contract.

28 **B. Time Extensions**

- 29 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the

1 control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an
2 extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall
3 promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall
4 ascertain the facts and the extent of the delay and grant an extension of time for the completion of the
5 work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

- 6 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
7 intended to deny CONSULTANT its' civil legal remedies in the event of a dispute.

8 **C. Reporting Progress**

- 9 1. As part of the monthly invoice CONSULTANT shall submit a progress report in accordance to COUNTY.
10 Progress Reports shall indicate the progress achieved during the previous month in relation to the
11 Schedule of Services. Submission of such progress report by CONSULTANT shall be a condition
12 precedent to receipt of payment from COUNTY for each monthly invoice submitted.
- 13 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, and
14 CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT'S work
15 schedule, the terms of the contract and any other related issues will be discussed and/or resolved.
16 CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

17 **D. Evaluation of CONSULTANT**

18 CONSULTANT'S performance will be evaluated by COUNTY for future reference.

19 **ARTICLE VI • COMPENSATION**

20 **A. Work Authorization**

21 CONSULTANT shall not commence performance of any work or project services until so directed by the
22 County Project Manager. No payment will be made prior to approval of this contract.

23 **B. Basis of Compensation**

- 24 1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be
25 compensated for as defined in Exhibit B, Budget, which is attached hereto and incorporated herein by
26 reference. The total amount of the contract is not to exceed \$446,810.00 and inclusive of reimbursable
27 expenses.

28 If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra
29 Work that may arise during the performance of this agreement. Contingency budget shall only be used at

1 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY
2 PROJECT MANAGER.

3 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order
4 by COUNTY.

- 5 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before
6 CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies,
7 equipment or consultant services. CONSULTANT shall provide an evaluation of the necessity or
8 desirability of incurring such costs.
- 9 3. For purchase of any item, service or consulting work not covered in CONSULTANT'S proposal and
10 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
11 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 12 4. Any equipment purchased as a result of this contract is subjected to the following: CONSULTANT shall
13 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
14 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
15 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
16 conclusion of the contract or if the contract is terminated, CONSULTANT may either keep the equipment
17 and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
18 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
19 COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair
20 market value shall be determined, at CONSULTANT'S expense, on the basis of a competent independent
21 appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by
22 COUNTY, and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such
23 sale must be approved in advance by COUNTY and AGENCIES.
- 24 5. The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of
25 CONSULTANT'S expenses incurred in the performance hereof, including travel and per diem, unless
26 otherwise expressly so provided.
- 27 6. In the event of errors or omissions in the plans for PROJECT, CONSULTANT shall perform the necessary
28 design services required to correct such errors and omissions without additional charge to COUNTY.
- 29 7. CONSULTANT shall be responsible for compliance with Government Code section 7550, if the total cost

1 of the Agreement is over Five Thousand Dollars (\$5,000).

2 **C. Progress Payments**

- 3 1. CONSULTANT shall submit monthly invoices for PROJECT Services in accordance with Exhibit B and
4 Exhibit C, Budget.
- 5 2. CONSULTANT shall submit an invoice each month for PROJECT services performed during the
6 preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be
7 included with a Progress Report covering the same period as the submitted invoice.
- 8 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
9 made prior to the completion of each phase will not exceed the amount allowed in CONSULTANT'S cost
10 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY
11 PROJECT MANAGER..
- 12 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
13 COUNTY PROJECT MANAGER of itemized invoices.

14 **ARTICLE VII • GENERAL TERMS**

15 **A. Law, Venue**

- 16 1. This Agreement has been executed and delivered in the State of California and the validity, enforceability
17 and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws
18 of the State of California.
- 19 2. The County of Riverside shall be the venue for any action or proceeding that may be brought or arise out
20 of, in connection with, or by reason of this Agreement.

21 **B. Severability**

22 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to
23 be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect
24 and shall in no way be affected, impaired or invalidated thereby.

25 **C. Waiver**

26 Neither the COUNTY'S review, approval of, nor payment for, any of the services required under this
27 Agreement shall be construed to operate as a waiver of any rights under this Agreement, and
28 CONSULTANT shall remain liable to the COUNTY in accordance with this Agreement for all damages to the
29 COUNTY caused by CONSULTANT'S failure to perform any of the services furnished under this Agreement

1 to the standard of care of the CONSULTANT for its services, which shall be, at a minimum high standard of
2 care for master planning detention facilities.

3 **D. Review of Terms**

4 Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this
5 Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of
6 this Agreement was the product of negotiation, that no party is the sole author of this Agreement, and that
7 this Agreement shall not be construed against any party as the drafter of this Agreement.

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ARTICLE VIII • APPROVALS

COUNTY Approvals

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By *Marsha K. Victor* Dated: 5-11-15

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

MARION ASHLEY
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

Labor Compliance Providers, Inc. (LCPI)

James Reed Dated: 4/20/15

James Reed
PRINTED NAME

Administrator
TITLE

CONSULTANT:

_____ Dated: _____

PRINTED NAME

TITLE

Labor Compliance Monitoring

SCOPE OF SERVICES

For the
East County Detention Center Project

Submitted to:



Submitted by:



LABOR COMPLIANCE PROVIDERS, INC.

1168 East La Cadena Dr., #201
Riverside, CA 92507

Phone: (951) 686-3482 • Fax: (951) 346-0545
WWW.MYLCP.ORG

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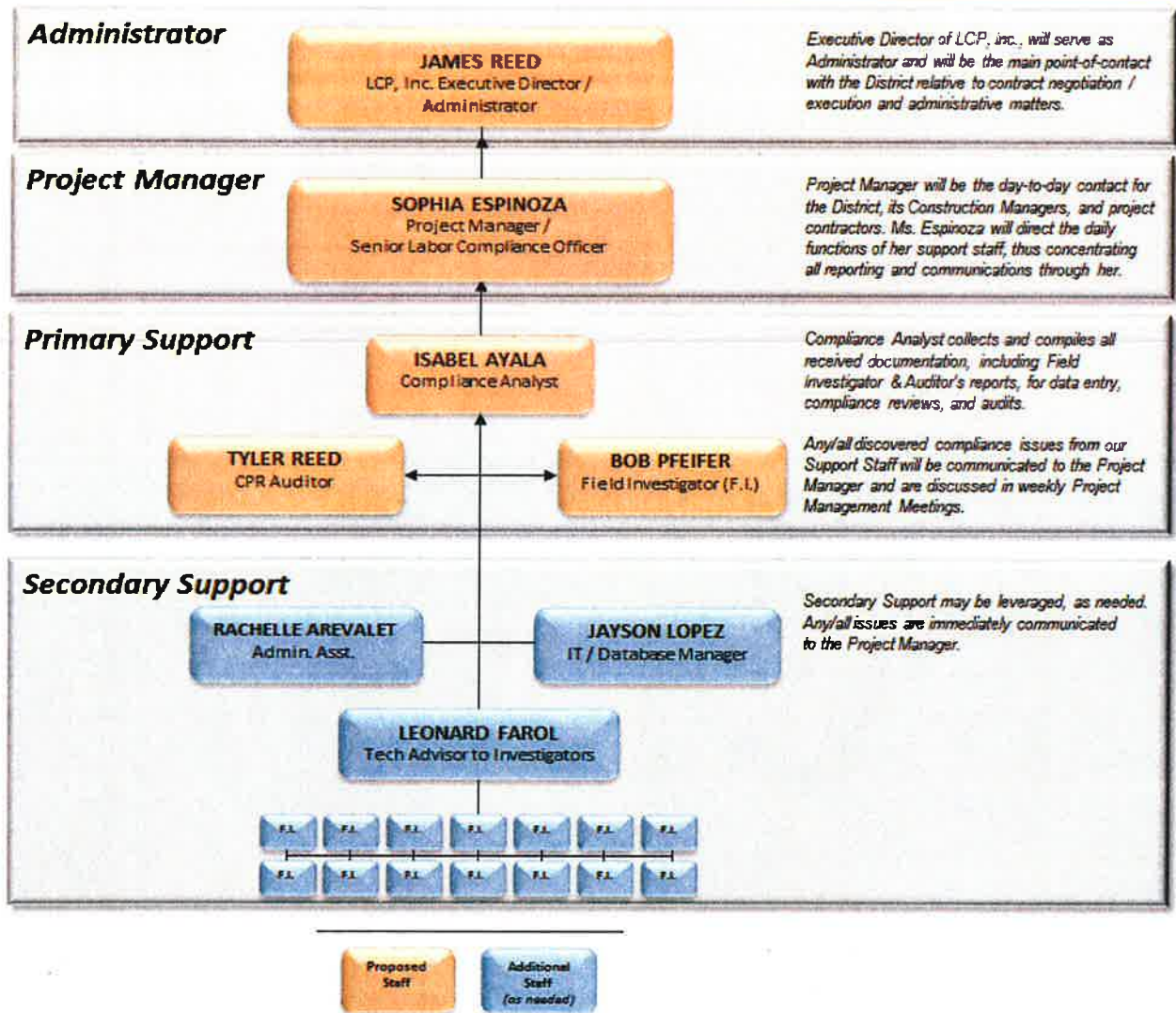
ARTICLE 1 DESIGNATED CONTACTS & FIRM INTRODUCTION

■ ORGANIZATION CHART & DESIGNATED CONTACTS

Staffing for LCP, Inc. is provided under an agreement by its parent corporation. Below is an organization chart showing functions, positions, and titles of all professionals in the organization. The key personnel, **orange highlights**, are those that LCP, Inc. anticipates will have primary contract responsibility and be **directly involved in providing labor compliance services to the Riverside County EDA**. Should additional assistance be required beyond the personnel listed below, additional staff resources from the rest of the organization (blue highlighted staff) may be leveraged as needed. LCP, Inc. does not intend to utilize any other firms/sub-consultants.

LCP, Inc. proposes the following key staff to manage compliance services on behalf of the Riverside County EDA:

STAFF
- James Reed , Administrator / Labor Compliance Officer, will be the main point-of-contact with the EDA relative to contract negotiation / execution and administrative matters.
- Sophia E. Ramirez , Project Manager / Senior Compliance Officer, will be the day-to-day contact for the EDA and project contractors. She will direct the daily functions of her support staff, thus concentrating all reporting and communications through her.
- Isabel A. Magallanez , Compliance Analyst, will collect and compile all received documentation including Field Investigator and Auditor’s reports for data entry, compliance reviews, and audits.
- David Venturina & Armando Rivas , Field Investigators, will conduct on-site worker interviews to ensure workers are being correctly compensated for the scope of work performed.
- Tyler Reed , Auditor, dedicated to reviewing certified payrolls, fringe benefit and training reports to ensure compliance with prevailing wage payments.



■ HISTORY OF THE FIRM

Labor Compliance Providers, Inc. (LCP, Inc.) is a California corporation that was established in 2003 for the purpose of monitoring and enforcing prevailing wage compliance upon public works and State/Federal grant-funded projects. Our parent corporation has been monitoring labor compliance on public works contracts throughout California since 1988. As an organization, our labor compliance wage assessments have accounted for nearly half of the State of California's Division of Labor Standards & Enforcement total Civil Wage & Penalty Assessments in 2009 & 2010. LCP, Inc. has the distinguished reputation of being the first consultancy in the State of California (under Labor Code §1771.7) to receive an "approved" status for a Labor Compliance Program ("LCP") by the California Department of Industrial Relations (State LCP ID number: 2002-00001). Since the DIR revoked all third-party LCPs, our firm has had a 100% success rate in submitting Public Agency LCP applications and receiving approval of those LCPs by the DIR. LCP, Inc. and the staff that will be dedicated to the Riverside County EDA's projects are undoubtedly the most diverse and knowledgeable individuals in the field of construction and labor / prevailing wage compliance. Our knowledge and experience in knowing craft jurisdictions, construction processes, inner workings of an

apprenticeship program, Labor Codes, Contract Codes, and Davis-Bacon Act requirements—coupled with our knowledge of the proper application of State prevailing wages upon grant-funded projects in California—will ensure successful project compliance for the Riverside County EDA’s construction project(s).

■ SIZE OF THE FIRM, OFFICE LOCATIONS, AND STAFF

As shown on page 8 of this proposal, our organization of 22 staff resources may be leveraged as needed. Our organization maintains five (5) offices throughout California. Our local (Riverside) Office makes us a phone-call away from being able to quickly respond to your requests for on-site support and compliance monitoring. Our neighboring office location not only provides quick responsiveness and easy accessibility for monitoring the project, but it also saves the Riverside County EDA (EDA) in associated travel costs.

Staff Expertise & Established Professional Relationships

LCP, Inc. maintains a staff of professionals that have over two decades of experience in monitoring & enforcing labor compliance upon public works projects. The staff at LCP, Inc. has demonstrated experience providing technical assistance to agency staff on prevailing wage rules having managed prevailing wage compliance on 100’s of public works projects. *Brief resumes outlining staff experience are provided in section 2.* In this capacity we have worked closely with the various State and Federal agencies that enforce the prevailing wage and/or Davis-Bacon laws, including the DIR, California Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and the Federal Department of Labor.

The EDA will benefit from LCP, Inc.’s close relationships and years of dealings with leaders in the field of compliance / enforcement. The staff at LCP, Inc. enjoys the respect of the State Labor Commissioner and Federal enforcement agents, lawmakers, organized labor, and the contracting community. In fact, our parent corporation provides annual conferences on prevailing wage monitoring and enforcement techniques that are attended by 100’s of labor compliance professionals. Due to our expertise, reputation, and established relationships, our professional colleagues speak/present on prevailing wage compliance enforcement issues at these conferences. Our reputable contacts include (but are not limited to) the: California Labor Commissioner, Director of and members of the Labor Commissioner’s Legal Unit, Director of the DIR, Regional Manager for the Division of Labor Standards Enforcement, Department of Labor Wage/Enforcement Officers, Director of the Division of Apprenticeship Standards, and many more.

■ BRIEF DESCRIPTION OF FIRM’S QUALIFICATIONS & EXPERIENCE

The staff at LCP, Inc. has worked for numerous public agencies—on tiny modernization projects to multi-billion dollar public works projects of significance. We have complete knowledge & specific experience with all aspects of Federal and State prevailing wage compliance requirements. Our specific experience relative to our proposed scope of work is further described under “Section 3—Scope / Approach to Performing Required Services”

Our years of experience have allowed us to hone our operational processes to be streamlined and systematic, which allow each project we’re monitoring to receive an equal amount of review and scrutiny. The secret to our success rests upon our proprietary “Audit Methodology Checklist” system (further discussed in Section 3 of this proposal--Scope, Task 2), effective project management and forging collaborative partnerships with our client & project contractors. Crucial to the success of our services is keeping the EDA and the project contractors informed of all activities carried out by LCP, Inc. Our regular Monthly Compliance Reports will enable members of the Riverside County EDA and project contractor

staff to quickly understand the level of compliance/non-compliance on any particular project. Our approach to assuring audits and issues are quickly resolved entails maintenance of an Issues Tracking Log and holding weekly internal project management meetings where we discuss open action items and assign staff follow-up tasks to bring closure to issues. These communication strategies are central to effectively managing multiple public works contracts simultaneously.

■ WORK EXPERIENCE

Our staff experience relative to the proposed scope of work is extensive. The EDA will benefit from LCP, Inc.'s recent experience in providing labor compliance monitoring services on a similar project (in size and scope). LCP, Inc. is currently completing our services for the County of San Bernardino's Adelanto Detention Center, a 3 year, \$90+ million detention center expansion project. LCP, Inc. has forged professional working relationships with the numerous contractors that performed specialized services for the detention center project. Over the course of the project, we have identified and remediated numerous prevailing wage law violations that have recouped thousands of dollars in penalties payable to the County of San Bernardino for contractor infractions. Relevant project experience was provided in our original response to the RFP; which detailed our vast relevant work experience.

ARTICLE 2 PROJECT DEFINITION / SCOPE OF SERVICES

The Riverside County EDA desires to provide for the efficient and orderly development of the East County Detention Center. Such development requires labor compliance monitoring services. LCP, Inc. proposes to furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

■ SCOPE OF SERVICES

The following represents, but is not limited to, a summarized listing of LCP, Inc.'s proposed scope of services (complete Scope identified in original RFP 'proposal response) that will be provided to the EDA for ensuring contractor compliance with State prevailing wage and apprenticeship requirements.

TASK 1: PROJECT COORDINATION, PRE-BID, PRE-CONSTRUCTION, & PROGRESS MEETINGS

1.1 Project Coordination, Pre-Con Meeting:

- LCP, Inc.'s Project Manager will coordinate with the EDA Team at a project kick-off meeting to discuss project specifics, construction schedule, and for coordinating the labor compliance presentation segment at the project's job start meetings.
- LCP, Inc. will prepare or obtain all necessary labor compliance documentation for distribution pre-bid/pre-con meetings.
- Explain the prevailing wage requirements; how to apply the appropriate prevailing wage determinations; overtime, fringe benefits and apprentice/trainee requirements; discuss our role in conducting on-site visits / worker interviews; and will sign-off on the Labor Law Checklist.



TASK 2: MONITOR & REVIEW OF CONTRACTORS' PAYROLLS & RELATED DOCUMENTS**2.1 Document receipt & data entry:**

- LCP, Inc. will require each Project contractor to submit copies of Certified Payroll Records and related labor compliance documentation on a frequency defined by the LCP Document Submittal Schedule (which is distributed to contractors at the Pre-Con Meeting).
- All received documentation to be inputted into our proprietary data base system for record keeping & auditing purposes.
- Missing documents will be requested monthly from all project contractors via mass fax/email to encourage their prompt submittal of outstanding documentation.

2.2 Conduct audits upon each Certified Payroll Record and trust fund reports:

- Review every received CPR and will confirm proof of payment of trust fund/training fund contributions.
- All CPRs will be reviewed and compared against the project-applicable prevailing wage sheets for compliance in accordance with LCP, Inc.'s proprietary *Audit Methodology System* described below.
- Upon discovery of any apparent discrepancies, LCP, Inc. will send letters to the contractors to clarify inaccuracies and effectuate compliance.

2.3 Ensure each project consistently receives complete prevailing wage compliance monitoring:

- LCP, Inc.'s proprietary *Audit Methodology System* contains all the levels of monitoring that should take place to ensure compliance of all contractors performing on the project.

2.4 Monitor Contractor's Compliance with Apprenticeship Requirements:

- LCP, Inc. will monitor and enforce whether contractors comply with apprenticeship provisions of State statute.

**2.5 Payment Confirmations:**

- In accordance with California Code of Regulations §16432(c), we will undertake random confirmation of payment of prevailing wages.

TASK 3: SITE MONITORING & CONDUCTING WORKER INTERVIEWS

- LCP, Inc.'s Field Investigator will conduct job-site inspections & random worker interviews to determine if workers are being paid prevailing wages for the type of work being performed.

TASK 4: AUDITS & INVESTIGATIONS

- Upon discovery of an apparent contractor underpayment, non-payment of wages, or other labor related issues, our labor compliance team will initiate a formal investigation.
- All wage discrepancies will be documented and a restitution demand letter will be sent to the violating contractor with a copy sent to the EDA Team and the prime contractor.
- The audit will provide contractors the opportunity to provide mitigating evidence and recommend appropriate actions to resolve alleged violations. Once wage restitution is submitted by the contractor, our labor compliance team will distribute recovered wages to workers, obtain releases, close out the issue with the contractor, and notify the EDA Team.
- If any audits are escalated to the Notice of Withholding of Contract Payments or Request for Review of Forfeiture stages, LCP, Inc. will assist the EDA Team with collaborating with any State adjudication or governmental agencies in support of responding to compliance issues



and will prepare all necessary and obtainable evidence in support of developing the case.

- During a possible hearing phase, LCP Inc. shall undergo the following support services if requested by EDA: Send the Notice of the Right to Review Evidence and the Request for formal hearing; Represent the EDA Team at hearing; Obtain proof of service and file the necessary documents with the hearing officer; Conduct a pre-settlement hearing (if requested); Work with attorney to issue subpoenas, if necessary; Work with attorney to conduct deposition, if necessary; Attend a pre-hearing conference, if any; Submit a pre-hearing brief; Participate in judicial review

TASK 5: MONTHLY REPORTS

Each month, LCP, Inc. will provide the EDA Team with a **Monthly** Compliance Report containing sufficient data and narrative content to enable evaluation of both progress & problems. The Monthly Report will show each Project contractor's received and missing documentation, whether they have any unresolved wage underpayments, audits, or other compliance issues, and will contain recommendations for progress payments and retention payout.

TASK 6: PROJECT CLOSEOUT

Upon receipt of all outstanding documentation, LCP, Inc. issues a "Project Closeout Letter" that affirms that all project contractors were found to be in compliance (any exceptions are noted) and includes a recommendation for payout of the General Contractor's retention. Shortly after closeout, LCP, Inc. provides our Agency client's with all contractor paperwork in hard copy & soft-copy (scanned) formats for document control / archiving purposes.

ARTICLE 3 COOPERATIVE AGENCIES

LCP, Inc., and its proposed key staff, shall work cooperatively with the Riverside County EDA's staff and construction management consultants.

ARTICLE 4 CONDITIONS

LCP, Inc. agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful misconduct, errors or omissions of LCP, Inc., its directors, officers, partners, employees, agents or representatives or any person or organization for whom LCP, Inc. is responsible, arising out of or from the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of LCP, Inc. which are not design professional services, LCP, Inc. shall indemnify Indemnitees whether or not LCP, Inc. is negligent.

Relative to QUALITY CONTROL: LCP, Inc. shall have a quality control plan in effect during the entire time services are being performed under this contract. The plan shall establish a process whereby calculations are independently checked, reports checked, corrected and back-checked, and all job related

correspondence and memoranda routed and received by affected persons and then bound in appropriate job files.

Relative to INSURANCES: LCP, Inc. shall procure and maintain or cause to be maintained, at its sole cost and expense, the insurance coverages defined in the “agreement/contract” during the term of this Agreement.

ARTICLE 5 PERFORMANCE

- **Phase I construction duration: approx. 30 months**
- **Transition/Building Occupancy duration: approx. 3 months**
- **Phase II construction duration: approx. 6 months**

ARTICLE 6 COMPENSATION

The “Base Line” fee proposal is what LCP, Inc. will set its budget-control targets upon. These services will contain all the levels of monitoring/enforcement that we referenced in our proposal, just at a conservative intensity. Since this fee does not cover legal costs, any legal services required for enforcement will be billed at a time/materials basis in addition to the fee according to our standard hourly rates referenced in the attached (meaning, extraordinary enforcement services would push us into the Fee #2 cushion described below). An “allowance” of \$50,000.00 for time extension and/or for legal team’s assistance with the “Notice of Withhold” hearing process (referrals to the Labor Commissioner’s Office/Apprenticeship Violation Case Preparation for Division of Apprenticeship Standards) constitutes our “Not-to-Exceed” fee.

- **NOT-TO-EXCEED FEE: \$446,810.00**

East County Detention Center (Phase 1 & Phase 2)

Riverside County EDA

Cost Proposal for Labor Compliance Monitoring Services

(Based on 37 month construction term, plus 3 month transitional/closeout; \$248M estimate)

CONFIDENTIAL

Not Subject to the
Public Records Act
Do not disclose to
public

		Administrator	Project Manager	Field Investigator	Payroll Auditor	Admin Asst	Total Hours
HOURLY STAFF RATES:		\$125.00	\$95.00	\$60.00	\$60.00	\$35.00	-
1	Project Coordination, Pre-Bid, Pre-Construction, and Progress Meetings	0	96	0	0	30	126
2	Monitor & audit Contractors CPRs & related Documents; Document receipt, data entry, & requests for missing documents; Conduct audits upon each Certified Payroll Record and trust fund reports; Monitor Contractors' Compliance with Apprenticeship Requirements; Audit Methodology Checklist Efforts; Identify potential labor compliance issues & conduct investigations	37	1036	75	3515	518	5181
3	Job-Site Reviews & Worker Interviews/Verify Interview Against Submitted Payrolls	0	0	264	0	37	301
4	Prepare Monthly Reports on Status of Labor Compliance Documents	0	80	0	0	40	120
5	LCP State Website Monitoring, Annual Reporting, and LCP Application Development (If requested)	0	65	0	30	30	125
Admin	Administrative Reviews, Project Management & Staff Assignment Status Meetings	18	73	18	37	37	183
Admin	Project Closeout & Archiving	0	3	0	0	24	27
Sub-Total of Estimated Hours		55.0	1353.0	357.0	3582.0	716.0	6063.0
PROPOSED FEE BASED ON ESTIMATED HOURS		\$6,875	\$128,535	\$21,420	\$214,920	\$25,060	\$396,810
BASE-LINE FEE PROPOSAL FOR 37 MONTH CONSTRUCTION TERM:							\$396,810.00
Allowance (Time Extension, legal services):							\$50,000.00
TOTAL NOT-TO-EXCEED FEE:							\$446,810.00

Labor Compliance Monitoring

SCHEDULE OF SERVICES

For the
East County Detention Center Project

Submitted to:



Submitted by:



LABOR COMPLIANCE PROVIDERS, INC.
1168 East La Cadena Dr., #201
Riverside, CA 92507
Phone: (951) 686-3482 • Fax: (951) 346-0545
WWW.MYLCP.ORG

Riverside County EDA - East County Detention Center (Phase 1 & Phase 2)
SCHEDULE OF SERVICES PROJECTION - LABOR COMPLIANCE MONITORING SERVICES

(Based on tentative Phase 1 : 900 day; Transition : 90 day; Phase 2 : 160 day; Final Completion : 30 day term)

MONTH	CALENDAR DAYS	Project Coordination, Pre-Bid, Pre-Construction, and Progress Meetings	Monitor & audit Contractors CPRs & related Documents; Document receipt, data entry, & requests for missing documents; Conduct audits upon each Certified Payroll Record and trust fund reports; Monitor Contractors' Compliance with Apprenticeship Requirements; Audit Methodology Checklist Efforts; Identify potential labor compliance issues & conduct investigations	Job-Site Reviews & Worker Interviews/ Verify Interview Against Submitted Payrolls	Prepare Monthly Reports on Status of Labor Compliance Documents	LCP State Website Monitoring, Annual Reporting, and LCP Application Development (If requested)	Administrative Reviews, Project Management & Staff Assignment Status Meetings	Project Closeout & Archiving
1	30	XXX	XXX	XXX	XXX	XXX	XXX	
2	60		XXX	XXX	XXX	XXX	XXX	
3	90		XXX	XXX	XXX	XXX	XXX	
4	120		XXX	XXX	XXX	XXX	XXX	
5	150		XXX	XXX	XXX	XXX	XXX	
6	180		XXX	XXX	XXX	XXX	XXX	
7	210		XXX	XXX	XXX	XXX	XXX	
8	240		XXX	XXX	XXX	XXX	XXX	
9	270	XXX	XXX	XXX	XXX	XXX	XXX	
10	300		XXX	XXX	XXX	XXX	XXX	
11	330		XXX	XXX	XXX	XXX	XXX	
12	360		XXX	XXX	XXX	XXX	XXX	
13	390		XXX	XXX	XXX	XXX	XXX	
14	420		XXX	XXX	XXX	XXX	XXX	
15	450		XXX	XXX	XXX	XXX	XXX	
16	480		XXX	XXX	XXX	XXX	XXX	
17	510	XXX	XXX	XXX	XXX	XXX	XXX	
18	540		XXX	XXX	XXX	XXX	XXX	
19	570		XXX	XXX	XXX	XXX	XXX	
20	600		XXX	XXX	XXX	XXX	XXX	
21	630		XXX	XXX	XXX	XXX	XXX	
22	660		XXX	XXX	XXX	XXX	XXX	
23	690		XXX	XXX	XXX	XXX	XXX	
24	720		XXX	XXX	XXX	XXX	XXX	
25	750	XXX	XXX	XXX	XXX	XXX	XXX	
26	780		XXX	XXX	XXX	XXX	XXX	
27	810		XXX	XXX	XXX	XXX	XXX	
28	840		XXX	XXX	XXX	XXX	XXX	
29	870		XXX	XXX	XXX	XXX	XXX	XXX
30	900		XXX	XXX	XXX	XXX	XXX	XXX
31	Trans 30		XXX	XXX	XXX	XXX	XXX	
32	Trans 60		XXX	XXX	XXX	XXX	XXX	
33	Trans 90		XXX	XXX	XXX	XXX	XXX	
34 (P2)	30	XXX	XXX	XXX	XXX	XXX	XXX	
35 (P2)	60		XXX	XXX	XXX	XXX	XXX	
36 (P2)	90		XXX	XXX	XXX	XXX	XXX	
37 (P2)	120		XXX	XXX	XXX	XXX	XXX	
38 (P2)	150		XXX	XXX	XXX	XXX	XXX	
39 (P2)	160		XXX	XXX	XXX	XXX	XXX	XXX
	Closeout		XXX	XXX	XXX	XXX	XXX	XXX

Labor Compliance Monitoring

BUDGET / CASH FLOW

BILLING PROJECTION

For the
East County Detention Center Project

Submitted to:



Submitted by:



LABOR COMPLIANCE PROVIDERS, INC.
1168 East La Cadena Dr., #201
Riverside, CA 92507
Phone: (951) 686-3482 ■ Fax: (951) 346-0545
WWW.MYLCP.ORG



LCP Inc.
LABOR COMPLIANCE PROVIDERS

Riverside County EDA - East County Detention Center (Phase 1 & Phase 2)

CASH FLOW BILLING PROJECTION - LABOR COMPLIANCE MONITORING SERVICES

(Based on tentative Phase 1: 900 day; Transition: 90 day; Phase 2: 160 day; Final Completion: 30 day term; \$248M construction valued project)

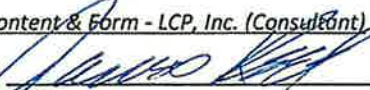
MONTH - CALENDAR DAYS		HOURLY STAFF RATES:	Administrator \$125.00	Project Manager \$95.00	Field Investigators \$60.00	Payroll Auditors \$60.00	Admin Assistants \$35.00	Total Hours	MONTHLY COST PROJECTION
1	30	Monthly Estimated Hours for all tasks/services defined in Proposal	7.0	40.0	4.0	30.0	10.0	91.0	\$7,065.00
2	60	Monthly Estimated Hours for all tasks/services defined in Proposal	0.5	20.0	4.0	30.0	10.0	64.5	\$4,352.50
3	90	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	30.0	6.0	40.0	12.0	89.0	\$6,155.00
4	120	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	30.0	6.0	50.0	12.0	99.0	\$6,755.00
5	150	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	35.0	6.0	60.0	13.0	115.0	\$7,865.00
6	180	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	35.0	6.0	65.0	13.0	120.0	\$8,165.00
7	210	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	45.0	6.0	75.0	14.0	141.0	\$9,750.00
8	240	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	45.0	6.0	85.0	16.0	153.0	\$10,420.00
9	270	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	50.0	10.0	100.0	18.0	179.0	\$12,105.00
10	300	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	50.0	10.0	110.0	20.0	191.0	\$12,775.00
11	330	Monthly Estimated Hours for all tasks/services defined in Proposal	1.3	50.0	12.0	120.0	20.0	203.3	\$13,526.25
12	360	Monthly Estimated Hours for all tasks/services defined in Proposal	1.3	40.0	12.0	160.0	30.0	243.3	\$15,326.25
13	390	Monthly Estimated Hours for all tasks/services defined in Proposal	1.5	40.0	12.0	180.0	40.0	273.5	\$16,907.50
14	420	Monthly Estimated Hours for all tasks/services defined in Proposal	1.5	55.0	14.0	210.0	50.0	330.5	\$20,602.50
15	450	Monthly Estimated Hours for all tasks/services defined in Proposal	2.5	55.0	16.0	220.0	60.0	353.5	\$21,797.50
16	480	Monthly Estimated Hours for all tasks/services defined in Proposal	1.5	55.0	14.0	210.0	50.0	330.5	\$20,602.50
17	510	Monthly Estimated Hours for all tasks/services defined in Proposal	1.5	40.0	12.0	190.0	40.0	293.5	\$17,507.50
18	540	Monthly Estimated Hours for all tasks/services defined in Proposal	1.3	40.0	12.0	170.0	30.0	253.3	\$15,926.25
19	570	Monthly Estimated Hours for all tasks/services defined in Proposal	1.3	40.0	12.0	160.0	20.0	233.3	\$14,976.25
20	600	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	40.0	10.0	150.0	20.0	221.0	\$14,225.00
21	630	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	35.0	10.0	130.0	18.0	194.0	\$12,480.00
22	660	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	35.0	6.0	120.0	16.0	178.0	\$11,570.00
23	690	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	35.0	6.0	110.0	15.0	167.0	\$10,935.00
24	720	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	35.0	6.0	105.0	14.0	161.0	\$10,600.00
25	750	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	35.0	6.0	100.0	13.0	155.0	\$10,265.00
26	780	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	35.0	6.0	90.0	12.0	144.0	\$9,630.00
27	810	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	30.0	6.0	80.0	12.0	129.0	\$8,555.00
28	840	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	30.0	6.0	70.0	12.0	119.0	\$7,965.00
29	870	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	30.0	6.0	70.0	10.0	117.0	\$7,885.00
30	900	Monthly Estimated Hours for all tasks/services defined in Proposal	1.0	20.0	6.0	60.0	10.0	97.0	\$6,335.00
31	Trans	Monthly Estimated Hours for all tasks/services defined in Proposal	0.0	6.0	3.0	6.0	2.0	17.0	\$1,180.00
32	Trans	Monthly Estimated Hours for all tasks/services defined in Proposal	0.0	6.0	3.0	6.0	2.0	17.0	\$1,180.00
33	Trans	Monthly Estimated Hours for all tasks/services defined in Proposal	0.0	6.0	3.0	6.0	2.0	17.0	\$1,180.00
34 (P2)	30	Monthly Estimated Hours for all tasks/services defined in Proposal	0.0	20.0	20.0	35.0	7.0	82.0	\$5,445.00
35 (P2)	60	Monthly Estimated Hours for all tasks/services defined in Proposal	0.0	30.0	20.0	35.0	11.0	96.0	\$6,335.00
36 (P2)	90	Monthly Estimated Hours for all tasks/services defined in Proposal	0.0	33.0	20.0	48.0	12.0	113.0	\$7,635.00
37 (P2)	120	Monthly Estimated Hours for all tasks/services defined in Proposal	0.0	45.0	20.0	48.0	12.0	125.0	\$8,775.00
38 (P2)	150	Monthly Estimated Hours for all tasks/services defined in Proposal	3.0	25.0	10.0	28.0	9.0	75.0	\$5,345.00
39 (P2)	160	Monthly Estimated Hours for all tasks/services defined in Proposal	6.0	15.0	4.0	8.0	5.0	38.0	\$3,070.00
	Closeout	Closeout Month; Monthly Sub-Total of Estimated Hours for all tasks/services defined in Proposal	6.0	12.0	0.0	12.0	24.0	54.0	\$3,450.00
Sub-Total of Estimated Hours			55.0	1353.0	357.0	3582.0	716.0	6063.0	
PROPOSED FEE BASED ON ESTIMATED HOURS			\$6,875	\$128,535	\$21,420	\$214,920	\$25,060	\$396,810	\$396,810.00
BASE LINE "TARGET" FEE PROPOSAL: \$396,810.00									
ALLOWANCE (Legal Services &/or Term Extensions): \$50,000.00									
TOTAL CONTRACT NOT-TO-EXCEED: \$446,810.00									

This revised fee proposal of \$396,810.00, effective 2/27/2015, represents a base-line "target" fee, which Labor Compliance Providers, Inc. will honor based on the terms represented by the County EDA that are summarized below:

- Phase 1 Construction Term: 900 calendar days
- Transitional/Operations Start term: 90 calendar days
- Phase 2 Construction Term: 160 calendar days
- Final Completion: 30 calendar days

Pursuant to County approval of the "Allowance" proposed herein: Should the project extend beyond the stipulated terms above, or in the event the County of Riverside EDA should require legal services associated with hearing proceedings required by Labor Code sections 1726, 1742, or 1771.6, all services rendered beyond the "target" fee will be charged against the \$50,000.00 "allowance," on a time and materials basis, at the standard hourly rates noted above (under staff title headings); all billings against the project shall not-exceed a total contract value of \$446,810.00 unless agreed to via addendum by the County EDA and LCP, Inc..

Approved Content & Form - LCP, Inc. (Consultant)

Signature: 
 Name: James Reed
 Title: Administrator
 Date: March 18, 2015