

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

908



FROM: Economic Development Agency

SUBMITTAL DATE:
March 24, 2016

SUBJECT: Approval of Labor Compliance On-Call Service Delivery Method and Approval of the On-Call Service Contracts for Labor Compliance Services with Alliant Consulting, Inc. and Labor Compliance Providers, Inc., All Districts, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Economic Development Agency (EDA) to utilize the labor compliance on-call service delivery method for projects \$1,000 and above and not-to-exceed \$100,000;
2. Approve the attached On-Call Services Contract for Labor Compliance Services between the County of Riverside and Alliant Consulting Services, Inc. (Alliant) for a not-to-exceed amount of \$100,000 per year;
3. Approve the attached On-Call Service Contract for Labor Compliance Services between the County of Riverside and Labor Compliance Providers, Inc. (LCP) for a not-to-exceed amount of \$100,000 per year; and

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year:	2015/16-16/17

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

☐ A-30 ☐ Positions Added
☐ 4/5 Vote ☐ Change Order

Prev. Agn. Ref.: 3-16 of 5/12/15

District: All

Agenda Number:

3-8

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency

FORM 11: Approval of Labor Compliance On-Call Service Delivery Method and Approval of the On-Call Service Contracts for Labor Compliance Services with Alliant Consulting, Inc. and Labor Compliance Providers, Inc., All Districts, [\$0]

DATE: March 24, 2016

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RECOMMENDED MOTION: (Continued)

4. Authorize the Assistant County Executive Officer/EDA to administer the On-Call Service Contracts for Labor Compliance Services for Alliant and LCP, in accordance with applicable Board policies.

BACKGROUND:

Summary

On January 26, 2015 and February 2, 2015, the Economic Development Agency (EDA) advertised a Request for Qualifications (RFQ) for pre-qualifying Labor Compliance Consulting firms. The RFQ's were submitted for the purpose of developing a pool of pre-qualified labor compliance consultant firms to primarily utilize on larger projects. In accordance with Board Policy H-7 and the Public Contract Code, a selection committee was established to review each firm's qualifications. After reviewing the submitted qualifications, eight firms were selected for labor compliance services and were approved by the Board on May 12, 2015.

The EDA Project Management Office has approximately 60 to 75 small projects under construction each year that must conform to State Labor Compliance rules and regulations. Alliant and LCP are two of the eight firms that have been providing exceptional labor compliance services to the County of Riverside and carry the strengths, experience and knowledge that apply to our smaller construction projects. Therefore, EDA recommends the Board to approve the On-Call Service Contracts for Labor Compliance Services with Alliant and LCP. With this action, the county will save consultant procurement costs and assure county projects are compliant with Department of Industrial Relations wage requirements.

The contract with Alliant and LCP will be retained for one year from the Board approved date and will be utilized to accelerate the delivery of projects and conform to State rules and regulations. Individual service orders will be issued against each of the \$100,000 contracts on a project by project basis. The contracts will be monitored and balanced within EDA to not-exceed the \$100,000 per contract per year.

Contract History and Price Reasonableness

The hourly rates for services to be provided by Alliant and LCP are significantly lower than the cost for the county to self-perform this required work, thus saving the county money towards the approved projects.

Impact on Citizens and Businesses

The On-Call Service contracts will enable EDA to provide more opportunity for legitimate county contractors. In addition, Alliant and LCP will deliver these same services more cost effectively than county forces can deliver.

Additional Fiscal Information

(Commences on Page 3)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency

FORM 11: Approval of Labor Compliance On-Call Service Delivery Method and Approval of the On-Call Service Contracts for Labor Compliance Services with Alliant Consulting, Inc. and Labor Compliance Providers, Inc., All Districts, [\$0]

DATE: March 24, 2016

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Additional Fiscal Information

Expenditures for FY 2015/16 are estimated at \$66,700; expenditures for FY 2016/17 are estimated at \$133,300. All costs associated with each contract are anticipated to be 49% funded through Intra-Internal Charges, 50% funded through Interfund-Reimbursements for Services and 1% funded through the Capital Fund (Facility Renewal), thus no net county cost obligations are expected to be incurred and no budget adjustment is required at this time. Services will be reimbursed by the user departments who initiate projects through EDA's Form 5 system or other project initiation means approved by the Board.

Attachments:

On-Call Service Contract for Labor Compliance Services with Alliant Consulting, Inc.

On-Call Service Contract for Labor Compliance Services with Labor Compliance Providers, Inc.

Contract No. _____

Riverside County EDA

ON-CALL SERVICES CONTRACT

for

LABOR COMPLIANCE SERVICES

between

COUNTY OF RIVERSIDE

and

ALLIANT CONSULTING, INC.

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1 **ON CALL CONTRACT FOR LABOR COMPLIANCE SERVICES**

2 COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Alliant Consulting, Inc. hereinafter referred
3 to as "CONSULTANT", located at the following addresses:

4 County of Riverside

5 Economic Development Agency

6 3403 Tenth Street, Suite 400

7 Riverside, CA 92501

 Alliant Consulting, Inc.

 2815 Camino Del Rio St., Suite 126

 San Diego, CA 92108

8 The Parties do hereby agree as follows:

9 **ARTICLE I • DESIGNATED CONTACTS**

10 Coordination of CONSULTANT and COUNTY activities shall be accomplished through CONSULTANT
11 CONTRACT MANAGER, and a COUNTY CONTRACT MANAGER.

12 The CONSULTANT CONTRACT MANAGER for CONSULTANT shall be:

13 **Christa J. Schott**

14 The COUNTY CONTRACT MANAGERS for COUNTY shall be:

15 **Rebecca McCray and Sergio Pena**

16 **ARTICLE II • DEFINITION OF WORK ASSIGNMENTS**

17 Services provided under this contract will be performed on an on-call basis to the Riverside County Economic
18 Development Agency (EDA) for capital improvement and non-capital construction related work assignments
19 located throughout Riverside County. CONSULTANT shall furnish all technical and professional services
20 including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform the
21 services generally described in Exhibit A, under Scope of Work, and more specifically described in WORK
22 ASSIGNMENTS to be negotiated and executed in the future as services are required. Work Assignments shall be
23 initiated at the request of one of the COUNTY CONTRACT MANAGER or authorized designee. CONSULTANT
24 and/or COUNTY shall prepare a written scope of work and schedule for each Work Assignment. CONSULTANT
25 and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the
26 CONSULTANT's billing rates. Each WORK ASSIGNMENT shall be memorialized in writing and approved by the
27 Director of EDA, or authorized designees and the CONSULTANT CONTRACT MANAGER.

28 **ARTICLE III • CONDITIONS**

1 **A. Notifications**

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

7 **B. Assignment**

8 Without written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or
9 in part.

10 **C. Subcontracts**

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

21 **D. Modifications**

- 22 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration
23 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
24 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
25 parties hereto except for minor modifications as defined below.
- 26 2. Execution of individual WORK ASSIGNMENTS is authorized under the terms of this contract and is not
27 considered a modification. All WORK ASSIGNMENTS must be approved in writing by the Director of
28 EDA or authorized designee and by the CONSULTANT CONTRACT MANAGER.

3. There shall be no change in the CONSULTANT CONTRACT MANAGER or key members of the CONSULTANT's team without prior written approval by the COUNTY CONTRACT MANAGER.
4. Modifications to the Scope of Work authorized under an approved WORK ASSIGNMENT can be authorized by the COUNTY CONTRACT MANAGER for work that is generally consistent with the approved Scope of Work and does not require funding in excess of the amount approved for the WORK ASSIGNMENT.

E. COUNTY Directives

CONSULTANT shall receive contract directions and interpretations as to WORK ASSIGNMENTS from the COUNTY CONTRACT MANAGER or authorized designee.

F. Liability

1. CONSULTANT has total responsibility for the accuracy and completeness of all data and reports or other work product prepared under WORK ASSIGNMENTS and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither COUNTY'S review nor approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this contract.
2. The reports and/or other documents furnished in accordance with the WORK ASSIGNMENTS shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified, when applicable. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work products not so designated is ready for use.
3. COUNTY and CONSULTANT agree that reports or other work products prepared by CONSULTANT are for the exclusive use of COUNTY and will be used by COUNTY for the WORK ASSIGNMENT for which they were specifically designed. CONSULTANT shall not be responsible for use of such work product if used on a different WORK ASSIGNMENT without the written authorization or approval by CONSULTANT.

- 1 4. CONSULTANT acknowledges that the reports and work products may be used by COUNTY for the
2 intended WORK ASSIGNMENT regardless of any disputes that may develop between CONSULTANT
3 and COUNTY. All reports or other work product shall be deemed the sole and exclusive property of
4 COUNTY and ownership thereof is irrevocably vested in COUNTY whether any related project is
5 executed or not.
- 6 5. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract,
7 shall act in an independent capacity as an independent contractor and not as officers, employees or
8 agents of COUNTY.
- 9 6. CONSULTANT has the sole discretion to determine how, when, and where to perform services required
10 to achieve the final result specified in the Scope of Work subject to WORK ASSIGNMENT timelines and
11 availability during COUNTY regular operating hours.
- 12 7. CONSULTANT has the right to perform services for other clients during the term of this contract as long
13 as such services are not in direct conflict with the services provided to COUNTY.
- 14 8. CONSULTANT shall not be entitled to and is not eligible for COUNTY employee benefits, including, but
15 not limited to, medical, dental or vision insurance, life insurance, retirement benefits, vacation or sick pay,
16 or any other benefit or compensation beyond that which is set forth explicitly in this contract.
- 17 9. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace,
18 tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT under this
19 contract. Notwithstanding the foregoing, COUNTY may, at its sole discretion, and with its prior written
20 consent, provide access to COUNTY facilities, offices or meeting rooms during regular business hours for
21 meetings, conferences or other work of CONSULTANT.

22 **G. Indemnification and Defense**

- 23 1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its
24 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
25 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
26 individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss,
27 suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence,
28 recklessness, willful misconduct, errors or omissions of CONSULTANT, its directors, officers, partners,
29

1 employees, agents or representatives or any person or organization for whom CONSULTANT is
2 responsible, arising out of or from the performance of services under this contract. To the extent a loss,
3 suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of
4 CONSULTANT which are not design professional services, CONSULTANT shall indemnify Indemnitees
5 whether or not CONSULTANT is negligent.

6 2. CONSULTANT further agrees to and shall indemnify and hold harmless the County of Riverside, its
7 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
8 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
9 individually and collectively referred to as "Indemnitees") from all liability arising from suits, claims,
10 demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for
11 salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set
12 forth in this contract and arising out of work performed for COUNTY pursuant to this contract or any
13 WORK ASSIGNMENT.

14 3. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
15 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
16 to indemnify for the specific act found to be negligent, and will not preclude a duty to indemnify for any act
17 or omission of CONSULTANT.

18 4. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but not limited to
19 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
20 proceedings based or alleged to be based on any act or omission of CONSULTANT arising out of or from
21 the performance of services under this contract. The duty to defend applies to any alleged or actual
22 negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The duty to defend
23 shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not
24 CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if
25 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused
26 by the sole active negligence of Indemnitees.

27 5. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
28 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
29

6. In the event there is conflict between the indemnity and defense provisions and California Civil Code Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil Code sections 2782 and 2782.8.

H. Extra Work

1. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY CONTRACT MANAGER.
2. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY shall provide extra compensation to the CONSULTANT through the approval of a separate WORK ASSIGNMENT package. Allowable compensation for approved Extra Work will be based on the provisions of the approved WORK ASSIGNMENT.
3. In the event the Extra Work exceeds the annual maximum budget amount authorized under the terms of this contract, an amendment to this contract providing for such compensation for Extra Work shall be issued by COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by authorized representatives of both parties.

I. Disputes

1. In the event of a dispute or objection over work requested by COUNTY pursuant to this contract, CONSULTANT agrees to first consult with COUNTY CONTRACT MANAGER regarding the dispute or objection and to take all appropriate action to protect the interests of COUNTY and the WORK ASSIGNMENT, including promptly complying with COUNTY requests when time is of the essence.
2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual agreement may be settled by arbitration in accordance with the rules of the American Arbitration Association, provided that the parties mutually agree to submit to arbitration.
3. Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT from full and timely performance in accordance with the terms of the contract.

J. Termination Without Cause

1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon thirty (30) calendar day's written notice to CONSULTANT.
2. In the event of termination of the contract, upon demand, CONSULTANT shall deliver to COUNTY all field

notes, reports, and all other materials and documents prepared by or provided to CONSULTANT in the performance of this contract. All such documents and materials shall be property of COUNTY.

3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services performed up to the time written notice of contract cancellation is received by CONSULTANT. Payment shall be made for services performed to date based upon the percentage ratio that the basic services performed bear to the services contracted for, less payments made to date, or if payment is made on a hourly rate basis, for hours worked; plus any amount for authorized, but unpaid, Extra Work performed and costs incurred.

K. Termination for Lack of Performance

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

L. Insurance

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

1. Workers' Compensation:

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

2. Commercial General Liability:

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

3. Vehicle Liability:

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

4. Professional Liability

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

5. General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement

1 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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

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

28 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be
29

1 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
2 retention's or self-insured programs shall not be construed as contributory.

3 e. If, during the term of this contract or any extension thereof, there is a material change in the Scope of
4 Work; or, there is a material change in the equipment to be used in the performance of the scope of
5 work; or, the term of this contract, including any extensions thereof, exceeds five (5) years; the
6 COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability
7 required under this contract, if in the County Risk Manager's reasonable judgment, the amount or
8 type of insurance carried by the CONSULTANT has become inadequate.

9 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of sub-
10 consultants working under this contract.

11 g. The insurance requirements contained in this contract may be met with a program(s) of self-insurance
12 acceptable to the COUNTY.

13 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that
14 may give rise to a claim arising from the performance of this contract.

15 **M. Conflict of Interest**

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

26 **N. Legal Compliance**

27 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and
28 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in effect
29

and in any manner affecting the performance of this contract, including, without limitation, workers' compensation laws and licensing and regulations.

O. Nondiscrimination

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

- 1 5. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49
2 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

3 **P. Review and Inspection**

4 CONSULTANT and any Subcontractors shall permit COUNTY to review and inspect contract activities
5 including review and inspection on a daily basis.

6 **Q. Record Retention / Audits**

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

15 **R. Ownership of Data**

16 Ownership and title to all reports and documents produced as part of this contract will automatically be vested
17 in COUNTY and no further agreement will be necessary to transfer ownership to COUNTY.

18 **S. Confidentiality of Data**

- 19 1. All financial, statistical, personal, technical or other data and information which is designated confidential
20 by COUNTY, and made available to CONSULTANT in order to carry out this contract, shall be protected
21 by CONSULTANT from unauthorized use and disclosure.
- 22 2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the
23 contract shall not authorize CONSULTANT to further disclose such information or disseminate the same
24 on any other occasion.
- 25 3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract,
26 including COUNTY actions regarding this contract. Communication shall be limited to COUNTY or
27 CONSULTANT's staff that are involved with the WORK ASSIGNMENT, unless CONSULTANT shall be
28 requested by COUNTY to attend a public hearing or respond to questions from a Legislative committee.

4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.
5. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY and receipt of COUNTY's written permission.

T. Funding Requirements

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

ARTICLE IV • PERFORMANCE

A. Performance Period

1. This Contract shall begin upon notification to proceed by one of the COUNTY CONTRACT MANAGER.
2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
3. CONSULTANT shall perform WORK ASSIGNMENT services in accordance with the provisions set forth in Exhibit B, Schedule of Services, which is attached hereto and incorporated herein by reference and in accordance with the terms specifically set forth for each WORK ASSIGNMENT.
4. Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to final submission.
5. When COUNTY determines that CONSULTANT has satisfactorily completed the WORK ASSIGNMENT services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance.

CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.

6. Time is of the essence in this contract.

B. Time Extensions

1. Any delay in providing WORK ASSIGNMENT services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

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

C. Reporting Progress

1. To ensure understanding and performance of the contract objectives, meetings between COUNTY and CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT's work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

D. Evaluation of CONSULTANT

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

ARTICLE V • COMPENSATION

A. Work Authorization

CONSULTANT shall not commence performance of any WORK ASSIGNMENT services until so directed by the COUNTY CONTRACT MANAGER. No payment will be made prior to approval of this contract and the issuance of a WORK ASSIGNMENT.

B. Basis of Compensation

1. WORK ASSIGNMENT services as provided under this contract and as described in the Scope of Work and each WORK ASSIGNMENT, shall be compensated for as defined in Exhibit C, Compensation, which

1 is attached hereto and incorporated herein by reference. The total amount of this contract is not to
2 exceed \$100,000.00 per year

- 3 2. Prior authorization in writing by the COUNTY CONTRACT MANAGER will be required before
4 CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies,
5 equipment or consultant services. CONSULTANT shall provide an evaluation of the necessity or
6 desirability of incurring such costs.
- 7 3. For purchase of any item, service or consulting work not covered in CONSULTANT's proposal and
8 exceeding \$500, with prior authorization by the COUNTY CONTRACT MANAGER, three competitive
9 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 10 4. The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of
11 CONSULTANT's expenses incurred in the performance hereof, unless otherwise expressly so provided.
- 12 5. In the event of errors or omissions in any work product, CONSULTANT shall perform the necessary
13 services required to correct such errors and omissions without additional charge to COUNTY.

14 **C. Progress Payments**

- 15 1. CONSULTANT shall submit separate invoices for each WORK ASSIGNMENT in accordance with Exhibit
16 C, Compensation, the executed WORK ASSIGNMENT, and in accordance with COUNTY Invoicing
17 Procedures.
- 18 2. CONSULTANT shall submit an invoice each month for services performed during the preceding month.
19 Invoices shall be submitted to the COUNTY CONTRACT MANAGER.
- 20 3. Payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY
21 CONTRACT MANAGER of itemized invoices.

22
23 Remainder of Page Intentionally Left Blank

24 (Signatures on following page)
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26
27
28
29

1 **ARTICLE VI • APPROVALS**

2 **COUNTY** Approvals

4 APPROVED AS TO FORM:

5 GREGORY P. PRIAMOS, COUNTY COUNSEL

6 BY:

7
8 Marsha L. Victor Dated: 3/10/16
9 Marsha L. Victor, Principal Deputy County Counsel

11 APPROVAL BY THE BOARD OF SUPERVISORS:

14 _____ Dated: _____

15 JOHN J. BENOIT

16 **PRINTED NAME**

17 Chairman, Riverside County Board of Supervisors

18 ATTEST:

21 _____ Dated: _____

22 **KECIA HARPER-IHEM**

23 Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT: Alliant Consulting, Inc.

Christa J. Schott Dated: 3/8/16
Christa J. Schott
PRINTED NAME

President
TITLE

CONSULTANT:

_____ Dated: _____

PRINTED NAME

TITLE

1 **EXHIBIT A • ARTICLE AI • INTRODUCTION/SCOPE OF SERVICES**

2 **A. DESCRIPTION**

3 Services provided under this contract will be performed on an on-call basis to the Riverside County Economic
4 Development Agency for capital and non-capital projects related WORK ASSIGNMENTS located throughout
5 Riverside County. CONSULTANT will provide technical, administrative, managerial and other types of
6 services in support of COUNTY operations.

7 **B. KEY PERSONNEL**

8 The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services and
9 if one or more of such personnel should become unavailable, CONSULTANT may substitute other personnel
10 of at least equal competence only after prior written approval by the COUNTY CONTRACT MANAGER has
11 been secured. The key personnel for performance on this contract are:

12 **Christa J. Schott, Project Manager**

13 **Judie Fehrenbach, Project Manager**

14
15 **ARTICLE AII • PROJECT ADMINISTRATION**

16 **A. PROJECT MANAGEMENT**

17 1. The CONSULTANT CONTRACT MANAGER will maintain ongoing liaison with the COUNTY CONTRACT
18 MANAGER to promote effective coordination during the course of working on assignment.

19 **B. COST ACCOUNTING**

20 1. The CONSULTANT will prepare monthly reports of expenditures for each on-call assignment.
21 Expenditures include direct labor costs, other direct costs and sub consultant costs. These reports will be
22 included as supporting data for invoices presented to the COUNTY every month.

23 **C. SCHEDULING**

24 1. Schedules will be prepared for each specific assignment.

25 **ARTICLE AIII • SCOPE OF WORK**

26 The scope of work for this contract is to provide on-call labor compliance services to the Riverside County
27 Economic Development Agency for capital and non-capital projects located throughout Riverside County.
28 Alliant Consulting, Inc. will provide a full review of certified payroll, on-going communications to affected

parties for resolution of any issues, issuances of report to the State for non-compliance if necessary, site interview and routine compliance reports as mandated by State fund requirements. Services will be performed at the request of the COUNTY CONTRACT MANAGER. CONSULTANT and/or COUNTY shall prepare a written scope of work and schedule for each WORK ASSIGNMENT. CONSULTANT and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the CONSULTANT's billing rates as provided in Exhibit C. Each WORK ASSIGNMENT shall be memorialized in writing and approved by the Director of EDA, or authorized designees and by the CONSULTANT CONTRACT MANAGER. The yearly sum of the authorized budget for CONSULTANT's WORK ASSIGNMENTS shall not exceed the maximum annual amount as defined in Exhibit C.

The CONSULTANT may be required to provide on-call services that include but are not limited to the following:

A. Prevailing Wage Oversight for Projects With Project Cost Between \$25,000 and \$175,000:

- Collection and review of DAS 140 forms for prime and listed subcontractors
- Review of fringe benefit statements for prime and subcontractors
- Review of all forms for compliance/correspondence with contractor on items to fix
- Sample Certified Payroll Review (estimated 1 payroll per month, per contractor)
- Random verification of fringe benefits paid (estimated 1 confirmation per contractor, per quarter)
- Correspondence with noncompliant contractors if discrepancies found to notify of errors
- Review of corrected information
- Ensure electronic submission of certified payroll to DIR
- Notifications to Contractors for outstanding or missing information
- Apprentice ratio oversight, correspondence with contractor when ratio is low
- Site Interviews suggested once per week contractor is on project, additional interviews as required if contractor found to be noncompliant
- Monthly compliance status report to EDA Project Manager

B. Prevailing Wage Oversight for Projects With Project Cost Between \$175,000 and \$5,000,000:

- Collection and review of DAS 140 forms for prime and listed subcontractors
- Review of fringe benefit statements for prime and subcontractors

- Review of all forms for compliance/correspondence with contractor on items to fix
- Front end Certified Payroll Review (review all certified payroll for first month contractor on site. If compliant after first month, sample certified payroll review suggested as one payroll per contractor per month for duration of project as long as compliant)
- Verification of fringe benefits paid (estimated 1 confirmation per contractor, per quarter)
- Correspondence with noncompliant contractors if discrepancies found to notify of errors
- Review of corrected information
- Ensure electronic submission of certified payroll to DIR
- Notifications to Contractors for outstanding or missing information
- Apprentice ratio oversight, correspondence with contractor when ratio is low
- Site Interviews suggested once per week contractor is on project, additional interviews as required if contractor found to be noncompliant
- Monthly compliance status report to EDA Project Manager

EXHIBIT B • ARTICLE BI • SCHEDULE OF SERVICES

CONSULTANT shall perform the covenants set forth in Exhibit A, Scope of Services in accordance with the performance requirements of Article V of this contract and with the following Schedule of Services. This contract shall permit the issuance of WORK ASSIGNMENTS until funding is depleted, or as determined by the designated COUNTY CONTRACT MANAGER. All authorized WORK ASSIGNMENTS shall be completed within one (1) year from notification to proceed of the authorized date for approving WORK ASSIGNMENTS. All Covenants set forth in this contract shall therefore be completed within one (1) year from notification to proceed of the authorized date for any given approved WORK ASSIGNMENT(S), unless extended by supplemental agreement.

Contract # _____, Contract Execution Date shall begin upon notification to proceed by the COUNTY CONTRACT MANAGER, and will expire when funding is depleted, or one (1) year from date of contract, whichever occurs first.

Deliverables schedules will be prepared for each specific Work Assignment that CONSULTANT is assigned.

1 **EXHIBIT C • COMPENSATION**

2 Satisfactory performance and completion of the services under this contract shall be compensated based upon
3 the CONSULTANT's 2015 Rate Schedule outlined below and described in Exhibit C-1, based on a negotiated
4 budget for each specific WORK ASSIGNMENT.

5 COUNTY will compensate CONSULTANT for hours worked by CONSULTANT's staff in performance of the work
6 in accordance with the attached Alliant Consulting, Inc. 2015 Rates Schedule, described in Exhibit C-1. The sum
7 of the WORK ASSIGNMENTS authorized during contract period shall not exceed the maximum amount of the
8 contract amount, unless an amendment is issued.

9 **EXHIBIT C • ARTICLE CI • COMPENSATION**

10 Compensation for the Services will be comprised of the following elements: DIRECT LABOR COSTS and OTHER
11 DIRECT COSTS.

12 **A. DIRECT LABOR COSTS**

13 Direct Labor costs shall be paid in an amount equal to the billing rates provided in ARTICLE CV • BILLING
14 RATES. Billing rates for staff positions not listed in the billing rates will be based on negotiated rates for each
15 staff position.

16 **B. OTHER DIRECT EXPENSES**

17 Additional Direct Costs, directly identifiable to the performance of the services of this contract, shall be
18 reimbursed at the rates defined in each WORK ASSIGNMENT, or at actual invoiced cost.

19 **C. OUTSIDE SERVICES**

20 Outside services will not be required. All services will be provided solely by Alliant Consulting, Inc.

21 **ARTICLE CII • INVOICING**

22 CONSULTANT shall submit invoices in accordance with the On Call Services Contract ARTICLE V •
23 COMPENSATION and with the following requirements.

- 24 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed
25 in writing by the COUNTY CONTRACT MANAGER.
- 26 2. Billings for direct labor, other direct expenses and outside services shall be included in CONSULTANT's
27 monthly invoice submittals and shall be in conformance with the COUNTY Invoicing Procedures.
- 28 3. Charges of \$500 or more for any one item of Additional Direct Costs shall be accompanied by

1 substantiating documentation such as invoices, telephone logs, etc.

- 2 4. Each invoice shall bear a certification signed by the CONSULTANT or an officer of the firm, which reads
3 as follows:

4 *I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates*
5 *worked and paid to the employees listed.*

6 **ARTICLE CIII • PAYMENT**

7 Progress payments shall be made in accordance with the On Call Services Contract ARTICLE V •
8 COMPENSATION.

9 **ARTICLE CIV • COST PROPOSAL**

10 The total amount of services to be performed under this contract is not to exceed \$100,000 unless approved in
11 writing by COUNTY.

12 **ARTICLE CV • BILLING RATES**

13 Billing Rates are given below and are subject to the following:

14 **A. PREMIUM OVERTIME**

15 Billing Rates shall be applicable to both straight time and overtime work, unless payment of a premium for
16 overtime work is required by law, regulation or craft agreement, or is otherwise specified in this contract.

17 **B. BILLING RATES**

18 Billing Rates shown herein are in effect for ONE (1) year following the effective date of the contract.
19 Thereafter, CONSULTANT may request adjustments to individual rates on an annual basis. CONSULTANT
20 shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates
21 shall be subject to approval by the Director of EDA, or his authorized designee.



2815 Camino Del Rio S, Suite 126, San Diego CA 92108

***Proposed Fee Schedule for Labor Compliance Monitoring and Enforcement
County of Riverside Economic Development Agency Projects***

Alliant Consulting proposes to provide Labor Compliance Review, Monitoring and Enforcement services pursuant to the scope of work outlined for RIVCOEDA projects:

Estimated on-going Labor Compliance hourly breakdown (per project)

Note: Project size, scope and time duration shall influence the estimated time for each task

Project File Set Up / Pre-Construction Meeting

Review of project documents, bid, specs, fund requirements: .5-1 hour

File drawer and server set up, initial document collection: .5-1.5 hours

Labor Compliance Program development/submission (Prop. 84 funded projects only): 4 hours

Pre-Construction Meeting: 2-3 hours (including materials and set up)

Forms Collection, Review and Verification (DAS 140, 142, CAC2, FBS)

Review time: .25 hours per form, per contractor

Verification time: .25 hours per form, per contractor

Correspondence regarding incomplete or invalid forms: .25 hours per form

Certified Payroll Review

Review time: .5-1 hour per contractor, per weekly payroll

Correspondence regarding incomplete or invalid payroll: .5-.75 hour per RFI, per contractor

Apprentice Oversight

Review time: .25 hours per contractor, per weekly payroll

Apprentice Registration Verification: .25 hours per worker

On Site Monitoring (per visit)

Drive time: .5 hours each way

Site visitation report (includes checking posters, prevailing wage rates, daily logs): .5 hour

Worker interviews: .5 -1.5 hours

Site summary: .5 - 1 hour

Upload pictures, notes to server: .5 - .75 hour

Complete Site Visitation Log: .5 hour

Audit/Investigation

Audit: .5-1.5 hours per payroll

Cross Referencing: .5 - 2 hours per week

Supplemental document request: .5 -1 hour per RFI

Supplemental document review: .5 -1 hour per submission

Reports/Correspondence

Monthly Status Updates to RIVCOEDA: .5 -1 hour per report

General correspondence with RIVCOEDA/contractors: 2-5 hours per month



2815 Camino Del Rio S, Suite 126, San Diego CA 92108

***Proposed Fee Schedule for Labor Compliance Monitoring and Enforcement
County of Riverside Economic Development Agency Projects***

Our hourly payroll review, labor compliance monitoring and enforcement rates are inclusive of all time, materials, phone calls, equipment and data for providing such services. Our hourly site interview rate is inclusive of all mileage, fuel, insurance and drive time to conduct monthly site interviews throughout the duration of the project. The interview rate is also inclusive of all site interview summaries.

Alliant Consulting, Inc. 2016 Rates

File Set Up / Pre-Bid Reviews / Pre-Construction Meeting

\$60.00 / hour

On-going Monthly Payroll Review, Labor Compliance Monitoring and Enforcement

\$60.00 / hour

Weekly On-Site Monitoring

\$45.00 / hour

Not to Exceed Amount: \$100,000

*The fee schedule above and hourly breakdown included in this quote is good for one year, and is good for County of Riverside Economic Development Agency only. Each project size, cost, number of contractors and scope of work will determine the hours required for prevailing wage and labor compliance oversight. Scope of work for each project shall be provided by the County of Riverside Economic Development Agency. NOTE: Labor Compliance documents usually extend past project completion by approximately two months. For extension of services due to project delays, noncompliant contractors, change orders or additional services past existing scope of work requirements, Alliant Consulting will honor the same hourly rate to reflect changes in our scope of work.

Alliant Consulting's monitoring cost will cover full review of certified payroll, on-going communication to affected parties for resolution of any issues, issuance of reports to the State of California Department of Industrial Relations or Federal Department of Labor for non-compliance if necessary, site interviews, and routine compliance reports as mandated by State or Federal funding requirements.

Only hours worked shall be billed. Invoices are sent monthly with a detailed time tracking sheet.

Personnel Hours Required for Each Project

Personnel hours required for Document Review, Audit and Investigation and Enforcement are directly dependent upon the project size, scope and time duration as well as the compliance of contractors on each project.

All services listed will be provided solely by Alliant Consulting, Inc.

Contract No. _____

Riverside County EDA

ON-CALL SERVICES CONTRACT

for

LABOR COMPLIANCE SERVICES

between

COUNTY OF RIVERSIDE

and

LABOR COMPLIANCE PROVIDERS, INC.

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1 **ON CALL CONTRACT FOR LABOR COMPLIANCE SERVICES**

2 COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Labor Compliance Providers, Inc.
3 hereinafter referred to as "CONSULTANT", located at the following addresses:

4 County of Riverside

5 Economic Development Agency

6 3403 Tenth Street, Suite 400

7 Riverside, CA 92501

 Labor Compliance Providers, Inc.

 1168 E. La Cadena Drive, Suite 201

 Riverside, CA 92507

8 The Parties do hereby agree as follows:

9 **ARTICLE I • DESIGNATED CONTACTS**

10 Coordination of CONSULTANT and COUNTY activities shall be accomplished through CONSULTANT
11 CONTRACT MANAGER, and a COUNTY CONTRACT MANAGER.

12 The CONSULTANT CONTRACT MANAGER for CONSULTANT shall be:

13 **James Reed**

14 The COUNTY CONTRACT MANAGERS for COUNTY shall be:

15 **Rizaldy Baluyot and John Alfred**

16 **ARTICLE II • DEFINITION OF WORK ASSIGNMENTS**

17 Services provided under this contract will be performed on an on-call basis to the Riverside County Economic
18 Development Agency (EDA) for capital improvement and non-capital construction related work assignments
19 located throughout Riverside County. CONSULTANT shall furnish all technical and professional services
20 including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform the
21 services generally described in Exhibit A, under Scope of Work, and more specifically described in WORK
22 ASSIGNMENTS to be negotiated and executed in the future as services are required. Work Assignments shall be
23 initiated at the request of one of the COUNTY CONTRACT MANAGER or authorized designee. CONSULTANT
24 and/or COUNTY shall prepare a written scope of work and schedule for each Work Assignment. CONSULTANT
25 and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the
26 CONSULTANT's billing rates. Each WORK ASSIGNMENT shall be memorialized in writing and approved by the
27 Director of EDA, or authorized designees and the CONSULTANT CONTRACT MANAGER.

28 **ARTICLE III • CONDITIONS**

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All notices hereunder and communications regarding interpretation of the terms of this contract 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 CONTRACT MANAGER or the COUNTY CONTRACT MANAGER at the respective addresses provided on page one of this contract.

B. Assignment

Without written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

C. Subcontracts

1. CONSULTANT shall perform the services contemplated with resources available within its own organization. No portion of the services pertinent to this contract shall be subcontracted without written authorization by the COUNTY CONTRACT MANAGER, except that which is expressly authorized by this contract or by a specific WORK ASSIGNMENT.
2. In the event CONSULTANT subcontracts any portion of CONSULTANT's duties under this contract, CONSULTANT shall require its subcontractors to comply with the terms of this contract in the same manner as required of CONSULTANT including, but not limited to; indemnification of the COUNTY, requiring the same insurance of Subcontractors as required of CONSULTANT, and having Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this contract requires CONSULTANT's insurance to name COUNTY as Additional Insured.

D. Modifications

1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration or variation of the terms of this contract will be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto except for minor modifications as defined below.
2. Execution of individual WORK ASSIGNMENTS is authorized under the terms of this contract and is not considered a modification. All WORK ASSIGNMENTS must be approved in writing by the Director of EDA or authorized designee and by the CONSULTANT CONTRACT MANAGER.

3. There shall be no change in the CONSULTANT CONTRACT MANAGER or key members of the CONSULTANT's team without prior written approval by the COUNTY CONTRACT MANAGER.
4. Modifications to the Scope of Work authorized under an approved WORK ASSIGNMENT can be authorized by the COUNTY CONTRACT MANAGER for work that is generally consistent with the approved Scope of Work and does not require funding in excess of the amount approved for the WORK ASSIGNMENT.

E. COUNTY Directives

CONSULTANT shall receive contract directions and interpretations as to WORK ASSIGNMENTS from the COUNTY CONTRACT MANAGER or authorized designee.

F. Liability

1. CONSULTANT has total responsibility for the accuracy and completeness of all data and reports or other work product prepared under WORK ASSIGNMENTS and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither COUNTY'S review nor approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this contract.
2. The reports and/or other documents furnished in accordance with the WORK ASSIGNMENTS shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified, when applicable. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work products not so designated is ready for use.
3. COUNTY and CONSULTANT agree that reports or other work products prepared by CONSULTANT are for the exclusive use of COUNTY and will be used by COUNTY for the WORK ASSIGNMENT for which they were specifically designed. CONSULTANT shall not be responsible for use of such work product if used on a different WORK ASSIGNMENT without the written authorization or approval by CONSULTANT.

- 1 4. CONSULTANT acknowledges that the reports and work products may be used by COUNTY for the
2 intended WORK ASSIGNMENT regardless of any disputes that may develop between CONSULTANT
3 and COUNTY. All reports or other work product shall be deemed the sole and exclusive property of
4 COUNTY and ownership thereof is irrevocably vested in COUNTY whether any related project is
5 executed or not.
- 6 5. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract,
7 shall act in an independent capacity as an independent contractor and not as officers, employees or
8 agents of COUNTY.
- 9 6. CONSULTANT has the sole discretion to determine how, when, and where to perform services required
10 to achieve the final result specified in the Scope of Work subject to WORK ASSIGNMENT timelines and
11 availability during COUNTY regular operating hours.
- 12 7. CONSULTANT has the right to perform services for other clients during the term of this contract as long
13 as such services are not in direct conflict with the services provided to COUNTY.
- 14 8. CONSULTANT shall not be entitled to and is not eligible for COUNTY employee benefits, including, but
15 not limited to, medical, dental or vision insurance, life insurance, retirement benefits, vacation or sick pay,
16 or any other benefit or compensation beyond that which is set forth explicitly in this contract.
- 17 9. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace,
18 tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT under this
19 contract. Notwithstanding the foregoing, COUNTY may, at its sole discretion, and with its prior written
20 consent, provide access to COUNTY facilities, offices or meeting rooms during regular business hours for
21 meetings, conferences or other work of CONSULTANT.

22 **G. Indemnification and Defense**

- 23 1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its
24 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
25 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
26 individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss,
27 suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence,
28 recklessness, willful misconduct, errors or omissions of CONSULTANT, its directors, officers, partners,
29

1 employees, agents or representatives or any person or organization for whom CONSULTANT is
2 responsible, arising out of or from the performance of services under this contract. To the extent a loss,
3 suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of
4 CONSULTANT which are not design professional services, CONSULTANT shall indemnify Indemnitees
5 whether or not CONSULTANT is negligent.

6 2. CONSULTANT further agrees to and shall indemnify and hold harmless the County of Riverside, its
7 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
8 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
9 individually and collectively referred to as "Indemnitees") from all liability arising from suits, claims,
10 demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for
11 salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set
12 forth in this contract and arising out of work performed for COUNTY pursuant to this contract or any
13 WORK ASSIGNMENT.

14 3. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
15 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
16 to indemnify for the specific act found to be negligent, and will not preclude a duty to indemnify for any act
17 or omission of CONSULTANT.

18 4. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but not limited to
19 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
20 proceedings based or alleged to be based on any act or omission of CONSULTANT arising out of or from
21 the performance of services under this contract. The duty to defend applies to any alleged or actual
22 negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The duty to defend
23 shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not
24 CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if
25 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused
26 by the sole active negligence of Indemnitees.

27 5. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
28 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
29

- 1 6. In the event there is conflict between the indemnity and defense provisions and California Civil Code
2 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
3 Code sections 2782 and 2782.8.

4 **H. Extra Work**

- 5 1. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY
6 CONTRACT MANAGER.
- 7 2. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY
8 shall provide extra compensation to the CONSULTANT through the approval of a separate WORK
9 ASSIGNMENT package. Allowable compensation for approved Extra Work will be based on the
10 provisions of the approved WORK ASSIGNMENT.
- 11 3. In the event the Extra Work exceeds the annual maximum budget amount authorized under the terms of
12 this contract, an amendment to this contract providing for such compensation for Extra Work shall be
13 issued by COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by
14 authorized representatives of both parties.

15 **I. Disputes**

- 16 1. In the event of a dispute or objection over work requested by COUNTY pursuant to this contract,
17 CONSULTANT agrees to first consult with COUNTY CONTRACT MANAGER regarding the dispute or
18 objection and to take all appropriate action to protect the interests of COUNTY and the WORK
19 ASSIGNMENT, including promptly complying with COUNTY requests when time is of the essence.
- 20 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual
21 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
22 Association, provided that the parties mutually agree to submit to arbitration.
- 23 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT from full
24 and timely performance in accordance with the terms of the contract.

25 **J. Termination Without Cause**

- 26 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
27 thirty (30) calendar day's written notice to CONSULTANT.
- 28 2. In the event of termination of the contract, upon demand, CONSULTANT shall deliver to COUNTY all field
29

notes, reports, and all other materials and documents prepared by or provided to CONSULTANT in the performance of this contract. All such documents and materials shall be property of COUNTY.

3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services performed up to the time written notice of contract cancellation is received by CONSULTANT. Payment shall be made for services performed to date based upon the percentage ratio that the basic services performed bear to the services contracted for, less payments made to date, or if payment is made on a hourly rate basis, for hours worked; plus any amount for authorized, but unpaid, Extra Work performed and costs incurred.

K. Termination for Lack of Performance

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

L. Insurance

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

1. Workers' Compensation:

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

2. Commercial General Liability:

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

3. Vehicle Liability:

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

4. Professional Liability

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

5. General Insurance Provisions - All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement

1 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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

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

28 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be
29

1 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
2 retention's or self-insured programs shall not be construed as contributory.

- 3 e. If, during the term of this contract or any extension thereof, there is a material change in the Scope of
4 Work; or, there is a material change in the equipment to be used in the performance of the scope of
5 work; or, the term of this contract, including any extensions thereof, exceeds five (5) years; the
6 COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability
7 required under this contract, if in the County Risk Manager's reasonable judgment, the amount or
8 type of insurance carried by the CONSULTANT has become inadequate.
- 9 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of sub-
10 consultants working under this contract.
- 11 g. The insurance requirements contained in this contract may be met with a program(s) of self-insurance
12 acceptable to the COUNTY.
- 13 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that
14 may give rise to a claim arising from the performance of this contract.

15 **M. Conflict of Interest**

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

26 **N. Legal Compliance**

27 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and
28 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in effect
29

1 and in any manner affecting the performance of this contract, including, without limitation, workers'
2 compensation laws and licensing and regulations.

3 **O. Nondiscrimination**

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

5. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

P. Review and Inspection

CONSULTANT and any Subcontractors shall permit COUNTY to review and inspect contract activities including review and inspection on a daily basis.

Q. Record Retention / Audits

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

R. Ownership of Data

Ownership and title to all reports and documents produced as part of this contract will automatically be vested in COUNTY and no further agreement will be necessary to transfer ownership to COUNTY.

S. Confidentiality of Data

1. All financial, statistical, personal, technical or other data and information which is designated confidential by COUNTY, and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the contract shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract, including COUNTY actions regarding this contract. Communication shall be limited to COUNTY or CONSULTANT's staff that are involved with the WORK ASSIGNMENT, unless CONSULTANT shall be requested by COUNTY to attend a public hearing or respond to questions from a Legislative committee.

1 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
2 nondisclosure of the same.

3 5. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever
4 regarding work performed or to be performed under this contract without prior review of the contents
5 thereof by COUNTY and receipt of COUNTY's written permission.

6 **T. Funding Requirements**

7 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local
8 agencies.

9 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the
10 purpose of the WORK ASSIGNMENTS. In addition, this contract is subjected to any additional
11 restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that
12 may affect the provisions, terms or funding of this contract in any manner.

13 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
14 amended or terminated to reflect any reduction in funds.

15 **ARTICLE IV • PERFORMANCE**

16 **A. Performance Period**

17 1. This Contract shall begin upon notification to proceed by one of the COUNTY CONTRACT MANAGER.

18 2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until
19 the proposed contract is fully executed and approved by COUNTY.

20 3. CONSULTANT shall perform WORK ASSIGNMENT services in accordance with the provisions set forth
21 in Exhibit B, Schedule of Services, which is attached hereto and incorporated herein by reference and in
22 accordance with the terms specifically set forth for each WORK ASSIGNMENT.

23 4. Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
24 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments
25 prior to final submission.

26 5. When COUNTY determines that CONSULTANT has satisfactorily completed the WORK ASSIGNMENT
27 services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall
28 not incur any further costs hereunder unless so specified in the Notice of Final Acceptance.
29

CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.

6. Time is of the essence in this contract.

B. Time Extensions

1. Any delay in providing WORK ASSIGNMENT services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

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

C. Reporting Progress

1. To ensure understanding and performance of the contract objectives, meetings between COUNTY and CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT's work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

D. Evaluation of CONSULTANT

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

ARTICLE V • COMPENSATION

A. Work Authorization

CONSULTANT shall not commence performance of any WORK ASSIGNMENT services until so directed by the COUNTY CONTRACT MANAGER. No payment will be made prior to approval of this contract and the issuance of a WORK ASSIGNMENT.

B. Basis of Compensation

1. WORK ASSIGNMENT services as provided under this contract and as described in the Scope of Work and each WORK ASSIGNMENT, shall be compensated for as defined in Exhibit C, Compensation, which

1 is attached hereto and incorporated herein by reference. The total amount of this contract is not to
2 exceed \$100,000.00 per year

- 3 2. Prior authorization in writing by the COUNTY CONTRACT MANAGER will be required before
4 CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies,
5 equipment or consultant services. CONSULTANT shall provide an evaluation of the necessity or
6 desirability of incurring such costs.
- 7 3. For purchase of any item, service or consulting work not covered in CONSULTANT's proposal and
8 exceeding \$500, with prior authorization by the COUNTY CONTRACT MANAGER, three competitive
9 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 10 4. The consideration to be paid CONSULTANT, as provided herein, shall be in compensation for all of
11 CONSULTANT's expenses incurred in the performance hereof, unless otherwise expressly so provided.
- 12 5. In the event of errors or omissions in any work product, CONSULTANT shall perform the necessary
13 services required to correct such errors and omissions without additional charge to COUNTY.

14 **C. Progress Payments**

- 15 1. CONSULTANT shall submit separate invoices for each WORK ASSIGNMENT in accordance with Exhibit
16 C, Compensation, the executed WORK ASSIGNMENT, and in accordance with COUNTY Invoicing
17 Procedures.
- 18 2. CONSULTANT shall submit an invoice each month for services performed during the preceding month.
19 Invoices shall be submitted to the COUNTY CONTRACT MANAGER.
- 20 3. Payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY
21 CONTRACT MANAGER of itemized invoices.

22
23 Remainder of Page Intentionally Left Blank

24 (Signatures on following page)
25
26
27
28
29

1 **ARTICLE VI • APPROVALS**

2 **COUNTY Approvals**

3
4 APPROVED AS TO FORM:

5 GREGORY P. PRIAMOS, COUNTY COUNSEL

6 BY:

7
8 Marsha L. Victor Dated: 3/10/16
9 Marsha L. Victor, Principal Deputy County Counsel

10
11 APPROVAL BY THE BOARD OF SUPERVISORS:

12
13
14 _____ Dated: _____
15 JOHN J. BENOIT
16 PRINTED NAME
17 Chairman, Riverside County Board of Supervisors

18 ATTEST:

19
20
21 _____ Dated: _____
22 **KECIA HARPER-IHEM**
23 Clerk of the Board (SEAL)
24
25
26
27
28
29

CONSULTANT Approvals

CONSULTANT: Labor Compliance Providers, Inc.

[Signature] Dated: 3/8/2016
SARAH E. RAMIREZ
PRINTED NAME
BUSINESS DEVELOPMENT MANAGER
TITLE

CONSULTANT:

_____ Dated: _____
PRINTED NAME

TITLE

1 **EXHIBIT A • ARTICLE AI • INTRODUCTION/SCOPE OF SERVICES**

2 **A. DESCRIPTION**

3 Services provided under this contract will be performed on an on-call basis to the Riverside County Economic
4 Development Agency for capital and non-capital projects related WORK ASSIGNMENTS located throughout
5 Riverside County. CONSULTANT will provide technical, administrative, managerial and other types of
6 services in support of COUNTY operations.

7 **B. KEY PERSONNEL**

8 The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services and
9 if one or more of such personnel should become unavailable, CONSULTANT may substitute other personnel
10 of at least equal competence only after prior written approval by the COUNTY CONTRACT MANAGER has
11 been secured. The key personnel for performance on this contract are:

12 **Isabel Magallanez, Project Manager**

13 **Sophia Ramirez, Project Manager**

14
15 **ARTICLE AII • PROJECT ADMINISTRATION**

16 **A. PROJECT MANAGEMENT**

17 1. The CONSULTANT CONTRACT MANAGER will maintain ongoing liaison with the COUNTY CONTRACT
18 MANAGER to promote effective coordination during the course of working on assignment.

19 **B. COST ACCOUNTING**

20 1. The CONSULTANT will prepare monthly reports of expenditures for each on-call assignment.
21 Expenditures include direct labor costs, other direct costs and sub consultant costs. These reports will be
22 included as supporting data for invoices presented to the COUNTY every month.

23 **C. SCHEDULING**

24 1. Schedules will be prepared for each specific assignment.

25 **ARTICLE AIII • SCOPE OF WORK**

26 The scope of work for this contract is to provide on-call labor compliance services to the Riverside County
27 Economic Development Agency for capital and non-capital projects located throughout Riverside County.
28 Labor Compliance Providers, Inc. will provide a full review of certified payroll, on-going communications to

1 affected parties for resolution of any issues, issuances of report to the State for non-compliance if necessary,
2 site interview and routine compliance reports as mandated by State fund requirements. Services will be
3 performed at the request of the COUNTY CONTRACT MANAGER. CONSULTANT and/or COUNTY shall
4 prepare a written scope of work and schedule for each WORK ASSIGNMENT. CONSULTANT and COUNTY
5 shall negotiate and establish a budget that is consistent with the scope of work and the CONSULTANT's
6 billing rates as provided in Exhibit C. Each WORK ASSIGNMENT shall be memorialized in writing and
7 approved by the Director of EDA, or authorized designees and by the CONSULTANT CONTRACT
8 MANAGER. The yearly sum of the authorized budget for CONSULTANT's WORK ASSIGNMENTS shall not
9 exceed the maximum annual amount as defined in Exhibit C.

10 The CONSULTANT may be required to provide on-call services that include but are not limited to the
11 following:

12 **A. Limited Labor Compliance Oversight:**

- 13 ■ Reviewing bid ad, bid documents, contract documents for inclusion of required prevailing wage language
- 14 ■ Job-Walk and/or Pre-Bid meeting prevailing wage presentation, when requested
- 15 ■ Review and confirmation of registration status of all apparent low bidder contractors
- 16 ■ Assist with filing of PWC-100 per project
- 17 ■ Conducting pre-construction meetings to educate contractors on labor compliance requirements of the
- 18 project; prepare all necessary documentation (forms, jobsite signage, wage determinations, etc.) for
- 19 distribution at meetings
- 20 ■ Auditing certified payroll records and related documentation to assure compliance with prevailing wage
- 21 laws/regulations
- 22 ■ Early identification of labor compliance violations and proactively working to resolve issues at the lowest
- 23 possible level
- 24 ■ Ensuring compliance with apprenticeship laws/regulations pursuant to the laws that prevail per the project's
- 25 funding source (Federal versus State)
- 26 ■ Validating payments of training and benefit contributions
- 27 ■ Conducting on-site inspections and worker interviews to corroborate against payroll records
- 28

- Providing public agency clients with monthly compliance status reports and progress payment recommendations based on the contractor's level of compliance with labor laws/regulations
- Assist the County, contractors, subcontractors and County consultants in the completion of required labor compliance documentation
- Responding to Public Records Requests
- Provide monthly reports to the County construction management team that offer sufficient data and narrative content to enable evaluation of both progress and problems
- Ensure compliance with all requirements made by the Director of the Industrial Relations pursuant to CA Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1, 1774, 1775, 1776, 1777 and 1777.5, and any other applicable local, state and federal regulations.

B. Full Labor Compliance Monitoring and Enforcement When Violations are Found:

- Full audit of payrolls for affected contractor
- Audits submitted to contractor
- Correspondence with contractor to correct payroll and provide restitution to workers in amounts owed
- Review of corrected payroll
- Confirmation of payroll payments and restitution made
- Full audits of fringe benefit contributions with confirmation of payments made

(Refer to Exhibit C-1 for Scope of Services Work Plan)

EXHIBIT B • ARTICLE BI • SCHEDULE OF SERVICES

CONSULTANT shall perform the covenants set forth in Exhibit A, Scope of Services in accordance with the performance requirements of Article V of this contract and with the following Schedule of Services. This contract shall permit the issuance of WORK ASSIGNMENTS until funding is depleted, or as determined by the designated COUNTY CONTRACT MANAGER. All authorized WORK ASSIGNMENTS shall be completed within one (1) year from notification to proceed of the authorized date for approving WORK ASSIGNMENTS. All Covenants set forth in this contract shall therefore be completed within one (1) year from notification to proceed of the authorized date for any given approved WORK ASSIGNMENT(S), unless extended by supplemental agreement.

Contract # _____, Contract Execution Date shall begin upon notification to proceed by the COUNTY CONTRACT MANAGER, and will expire when funding is depleted, or one (1) year from date of contract, whichever occurs first.

Deliverables schedules will be prepared for each specific Work Assignment that CONSULTANT is assigned.

1 **EXHIBIT C • COMPENSATION**

2 Satisfactory performance and completion of the services under this contract shall be compensated based upon
3 the CONSULTANT's 2015 Rate Schedule outlined below and described in Exhibit C-1, based on a negotiated
4 budget for each specific WORK ASSIGNMENT.

5 COUNTY will compensate CONSULTANT for hours worked by CONSULTANT's staff in performance of the work
6 in accordance with the attached Labor Compliance Providers, Inc. 2015 Rates Schedule, described in Exhibit C-1.

7 The sum of the WORK ASSIGNMENTS authorized during contract period shall not exceed the maximum amount
8 of the contract amount, unless an amendment is issued.

9 **EXHIBIT C • ARTICLE CI • COMPENSATION**

10 Compensation for the Services will be comprised of the following elements: DIRECT LABOR COSTS and OTHER
11 DIRECT COSTS.

12 **A. DIRECT LABOR COSTS**

13 Direct Labor costs shall be paid in an amount equal to the billing rates provided in ARTICLE CV • BILLING
14 RATES. Billing rates for staff positions not listed in the billing rates will be based on negotiated rates for each
15 staff position.

16 **B. OTHER DIRECT EXPENSES**

17 Additional Direct Costs, directly identifiable to the performance of the services of this contract, shall be
18 reimbursed at the rates defined in each WORK ASSIGNMENT, or at actual invoiced cost.

19 **C. OUTSIDE SERVICES**

20 Outside services will not be required. All services will be provided solely by Labor Compliance Providers, Inc.

21 **ARTICLE CII • INVOICING**

22 CONSULTANT shall submit invoices in accordance with the On Call Services Contract ARTICLE V •
23 COMPENSATION and with the following requirements.

24 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed
25 in writing by the COUNTY CONTRACT MANAGER.

26 2. Billings for direct labor, other direct expenses and outside services shall be included in CONSULTANT's
27 monthly invoice submittals and shall be in conformance with the COUNTY Invoicing Procedures.

28 3. Charges of \$500 or more for any one item of Additional Direct Costs shall be accompanied by

1 substantiating documentation such as invoices, telephone logs, etc.

- 2 4. Each invoice shall bear a certification signed by the CONSULTANT or an officer of the firm, which reads
3 as follows:

4 *I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates*
5 *worked and paid to the employees listed.*

6 **ARTICLE CIII • PAYMENT**

7 Progress payments shall be made in accordance with the On Call Services Contract ARTICLE V •
8 COMPENSATION.

9 **ARTICLE CIV • COST PROPOSAL**

10 The total amount of services to be performed under this contract is not to exceed \$100,000 unless approved in
11 writing by COUNTY.

12 **ARTICLE CV • BILLING RATES**

13 Billing Rates are given below and are subject to the following:

14 **A. PREMIUM OVERTIME**

15 Billing Rates shall be applicable to both straight time and overtime work, unless payment of a premium for
16 overtime work is required by law, regulation or craft agreement, or is otherwise specified in this contract.

17 **B. BILLING RATES**

18 Billing Rates shown herein are in effect for ONE (1) year following the effective date of the contract.
19 Thereafter, CONSULTANT may request adjustments to individual rates on an annual basis. CONSULTANT
20 shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates
21 shall be subject to approval by the Director of EDA, or his authorized designee.

EXHIBIT C-1

Proposal to Provide

Labor

Compliance

Consultant

Services

Submitted to:



Submitted by:



1168 E. La Cadena Dr. ■ Suite 201
Riverside, CA 92507
Phone: (951) 686-3482 ■ Fax: (951) 346-0545 ■ Email: inbox@mylcp.org



East County Detention Center





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Section 1 WORK PLAN & SCHEDULE**■ BRIEF STATEMENT OF PROPOSED SERVICES**

Our experience in providing labor compliance services to public entities and/or major construction projects spans the gamut of the compliance spectrum. A detailed explanation of our proposed scope of services is provided in the following section. Below is a brief statement of our proposed services includes, but is not limited to:

PRE PROJECT SERVICES:

- Reviewing bid ad, bid documents, contract documents for inclusion of required prevailing wage language
- Job-Walk and or Pre-Bid meeting prevailing wage presentation, when requested
- Review and confirmation of registration status of all apparent low bidder contractors
- Assist with filing of PWC-100 per project
- Conducting pre-construction meetings to educate contractors on labor compliance requirements of the project; prepare all necessary documentation (forms, jobsite signage, wage determinations, etc.) for distribution at meetings;

LIMITED LABOR COMPLIANCE OVERSIGHT:

- Auditing certified payroll records & related documentation to assure compliance with prevailing wage laws/regulations;
- Early identification of labor compliance violations and proactively working to resolve issues at the lowest possible level;
- Ensuring compliance with apprenticeship laws/regulations pursuant to the laws that prevail per the project's funding source (federal versus State)
- Validating payments of training and benefit contributions;
- Conducting on-site inspections and worker interviews to corroborate against payroll records;
- Providing public agency clients with monthly compliance status reports and progress payment recommendations based on the contractor's level of compliance with labor laws/regulations;
- Assist the County, contractors, subcontractors and County consultants in the completion of required labor compliance documentation;
- Responding to Public Records Requests
- Provide monthly reports to the County construction management team that offer sufficient data and narrative content to enable evaluation of both progress and problems; and
- Ensure compliance with all requirements made by the Director of the Industrial Relations pursuant to CA Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1, 1774, 1775, 1776, 1777 and 1777.5, and any other applicable local, state and federal regulations.

FULL LABOR COMPLIANCE MONITORING & ENFORCEMENT WHEN VIOALTIONS ARE FOUND

- Full audit of payrolls for affected contractor
- Audits submitted to contractor
- Correspondence with contractor to correct payroll & provide restitution to workers in amounts owed
- Review of corrected payroll
- Confirmation of payroll payments and restitution made
- Full audits of fringe benefit contributions with confirmation of payments made



- Full audits of training fund contributions with confirmation of payments made
- Cross-referencing payrolls with site interviews/Inspector reports

LCP, Inc. is fully prepared to monitor and enforce contractor's (and consultant) compliance with the various Davis Bacon, ARRA, Proposition 84, and California prevailing wage laws and regulations.

■ SCOPE OF SERVICE WORK PLAN

Below is a summary of how the Project will be monitored according to the following measurable Work Plan tasks, which in our experience, has allowed our firm to provide timely services per anticipated project closeout schedules. The following represents, but is not limited to, the scope of services and processes that will be provided to the County for completing tasks in a timely and cost effective manner.

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

Upon assignment of a specific project, LCP, Inc.'s Project Manager will coordinate with the County and/or Construction Management staff at a project kick-off meeting to discuss project specifics, construction schedule, reviewing bid ad/bid documents/contract documents for inclusion of required prevailing wage language, and for coordinating the labor compliance presentation segment at the project's Pre-Bid/Pre-Construction Meetings.

For the Pre-Bid / Pre-Con Meetings, LCP, Inc. will prepare or obtain all necessary labor compliance documentation (e.g. current wage determinations, labor posters, forms, etc.) for distribution. We will explain the prevailing wage requirements; explain how to apply the appropriate prevailing wage determinations; overtime, fringe benefits and apprentice/trainee requirements; and we'll also discuss our role in conducting on-site visits / worker interviews. Throughout construction, our Project Manager will coordinate with the County and will be available to attend construction progress meetings in effort to provide compliance status reports relative to each Project contractor's level of compliance.

TASK 2: MONITOR & AUDIT CONTRACTORS' CERTIFIED 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 is **immediately inputted into our proprietary data base** system for record keeping & auditing purposes. The database also serves as the foundation for providing reports to the County, Construction Team, and Project Contractors. Missing documents will be requested monthly from all project contractors via mass fax/email (resulting in postage savings to the County).
- 2.2 **Conduct audits upon each Certified Payroll Record and trust fund reports** - LCP, Inc.'s Payroll Auditor will **review every received CPR** and will **confirm proof of payment of trust fund/training fund contributions** within 30 days of receipt. Whereas other consultant firms conduct "random reviews / spot-audits," LCP, Inc. reviews each CPR to ensure complete compliance upon the project. Effective monitoring and enforcement of prevailing wage compliance is not achieved when only "spot audits" are conducted since the un-reviewed CPRs may very well be the ones that report violations. We don't cheat our client's by only doing half of the required work—we **pride ourselves in providing complete monitoring & enforcement services.**
- 2.3 **Ensure each project consistently receives complete prevailing wage compliance monitoring** – We have instituted a proprietary **Audit Methodology Checklist System that contains all the levels of monitoring**



that should take place to ensure compliance of all contractors performing on the project. It serves as an internal checks & balance system to ensure that each contractor's documentation was reviewed with the same level of scrutiny that the next contractor receives. This is an **exclusive feature** that our firm provides to assure our client's that a thorough review has taken place and provides measurable evidence to demonstrate the audit performed on the Project. The Audit Methodology Checklist system covers the following areas of auditing: straight-time & overtime audits; deductions review; fringe benefit contribution audits; training contribution audits; apprenticeship compliance & utilization audits; worker interviews & payroll confirmation.

TASK 3: IDENTIFY POTENTIAL LABOR COMPLIANCE ISSUES & CONDUCT 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 County's Construction Manager and the prime contractor. The audit will provide contractors the opportunity to provide mitigating evidence and recommend appropriate actions to resolve alleged violations. All audits and outstanding compliance issues will be documented in the Labor Compliance Issues Tracking Log, which is used as a tool for following-up on compliance issues. 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 County. **Issues are resolved at the lowest possible level, which results in the timely completion of project and reduced costs to the County.**

TASK 4: MONITOR CONTRACTORS' COMPLIANCE WITH APPRENTICESHIP REQUIREMENTS

LCP, Inc. will monitor whether contractors comply with apprenticeship provisions of State statute. Our apprenticeship auditing system includes first confirming on the State Division of Apprenticeship Standards website that all apprentices working on the projects are registered by the State. Secondly we confirm the level (i.e. "period") of apprenticeship that the apprentice is technically classified under, then we review the CPRs to verify that the apprentice worker actually received the proper wage for its level/period of apprenticeship. Finally, we track the ratio of apprentice-to-journeymen work hours for compliance with the mandated ratios utilizing our proprietary database system. Any over-utilization of apprentices will be dealt with in the form of a prevailing wage audit.

TASK 5: CONDUCT JOB SITE INSPECTIONS & INTERVIEW WORKERS

LCP, Inc.'s Field Investigator will conduct job-site inspections & worker interviews to determine if workers are being paid prevailing wages for the type of work being performed. Our Field Investigator is bi-lingual in English and Spanish, for ease in communicating with non-English speaking construction workers. Once the interviews are conducted, the Field Investigator provides the interview data to our Auditor in order to cross-check against data reported in the contractor's payroll records.

TASK 6: MONTHLY REPORTS

Each month, LCP, Inc. will provide the County 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 retention.

TASK 7: PROVIDE TECHNICAL ASSISTANCE TO APPROPRIATE COUNTY STAFF & CONTRACTORS

Throughout the Project term, LCP, Inc. will provide technical assistance to appropriate County staff and contractors to ensure an understanding of the prevailing wage laws/regulations that pertain to the Project. We believe that early education and training facilitates compliance, dramatically reduces reporting errors made by contractors, and cultivates positive working relationships amongst all involved parties. Resolution of prevailing wage violations will be dealt with swiftly and firmly, in accordance with State requirements, and **resolved at the lowest possible level**. If any audits are escalated to the hearing stage, LCP, Inc. will assist the County 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.

■ **TENTATIVE LIST & SCHEDULE OF MEETINGS**

- Pre-Bid Meeting(s) – Prior to Bid
- Pre-Construction Meetings – Prior to start of construction
- As needed attendance at construction progress meetings

■ **DELIVERABLES**

- Pre-Bid Meeting Handout, when meeting attendance is requested
- Pre-Construction Meeting Power Point Presentation & Labor Compliance Packet (required forms)
- Monthly Compliance Report
- Monthly Invoice Payment Recommendation
- Document Tracking Log (provided upon request & within each Monthly Compliance Report)
- Audit Methodology Checklist System (provided upon request & at project closeout)
- Letter/Issues Tracking Log (provided upon request)
- Audit Correspondence & audit worksheets for any/all issues
- Job-Site Visits & Worker Interview Sheets (entered into database; provided at project closeout)
- Project Closeout / Recommendation for Release of Retention Report

Section 2 EMPLOYMENT OF FORMER COUNTY OFFICIALS

LCP, Inc., nor its parent corporation, do not employ any staff who were former County officials.

Section 3 INSURANCE

LCP, Inc. currently maintains a contract with the County of Riverside EDA, where our insurance certificates have been accepted and are on file with the County.

Upon expiration of our insurances, LCP, Inc. shall provide the County with updated insurance certificates which will contain additional endorsements naming the County and its officers, employees, agents & volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder.



Section 4 **STANDARD HOURLY RATE SCHEDULE**

LCP, Inc.'s rates are *all-inclusive* and *fully-burdened*. At time of fee negotiation we typically propose a fixed *not-to-exceed* fee based on the project duration, and estimated construction value and scope of services for the specific project.

LCP, Inc. STANDARD HOURLY RATE SCHEDULE			
	2015	2016	2017
Administrator	\$125	\$125	\$125
Project Manager	\$95	\$95	\$95
Compliance Analyst / Payroll Auditor	\$60	\$60	\$60
Field Investigator	\$60	\$60	\$60
Administrative Assistant	\$35	\$35	\$35

The enclosed proposal is firm & binding from 10/6/2015 through 12/31/2017.

The total Contract amount as determined by County shall not exceed a total aggregate of \$100,000.00 (one hundred thousand dollars) through the life of this Contract, subject to any renewals and/or amendments.

It is understood that as the County EDA assigns projects to be monitored (at its discretion), those projects shall be assigned a project accounting string number against the NTE Blanket Purchase Order.

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