



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **WM-9**

March 25, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AS-NEEDED URBAN RUNOFF AND
STORMWATER QUALITY ENGINEERING SERVICES
AWARD CONSULTANT SERVICES AGREEMENT
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Approve and authorize the Director of Public Works or his designee to execute a Consultant Services Agreement for as-needed urban runoff and stormwater quality engineering services with MEC Analytical Systems, Inc., for two years with the option to extend for two additional one-year terms for a total fee not to exceed \$2,000,000, which includes up to \$100,000 for reimbursable expenses, and to establish the agreement's effective date following your Board's approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In compliance with the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit and existing and future Total Maximum Daily Loads (TMDLs), Public Works is required to perform a variety of special studies, pollutant load modeling, water sampling, and special field investigations related to stormwater quality issues. Such tasks require personnel with expertise in a variety of disciplines and training in the fields of natural science, biology, water chemistry, research, and environmental impact

assessment. Staff with the expertise and equipment necessary for these tasks is not currently available within Public Works. There is insufficient time and funding available to purchase equipment and adequately hire and train new employees with the required expertise. Deadlines for meeting compliance with NPDES and TMDL requirements are short and currently in effect. Awarding this Consultant Services Agreement will allow us to meet these looming compliance deadlines and support or refute stormwater quality data from regulators, such as the Environmental Protection Agency and the Los Angeles Regional Water Quality Control Board. Executing this Agreement for stormwater quality services is also a cost-effective means for us to meet our stormwater requirements.

A Request for Proposal for this Agreement was sent to 46 firms and based on the evaluation, MEC Analytical Systems, Inc., was selected as the most qualified firm to provide this as-needed service. We are requesting your Board to authorize Public Works to enter into a consultant services agreement with MEC Analytical Systems, Inc., to provide the service.

Implementation of Strategic Plan Goals

Awarding this Agreement will meet the County Strategic Plan Goal of Organizational Effectiveness because the expertise and experience to perform the required services are not currently available within Public Works.

FISCAL IMPACT/FINANCING

The total cost for this two-year, as-needed Agreement is \$2 million, which includes up to \$100,000 for reimbursable expenses such as special requested travel and special supplies and equipment to be used exclusively for services approved under this contract. Sufficient funds for the first year of the Agreement are available in Fiscal Year 2003-04 Flood Control District budget. Funds for subsequent Agreement will be budgeted in the Flood Control District Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard Consultant Services Agreement, in the form previously approved by County Counsel, will be used. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring of qualified displaced County employees will be included.

As requested by your Board on August 12, 1997, and as a threshold requirement for consideration of a contract award, MEC Analytical Systems, Inc., is willing to consider Greater Avenues for Independence Program participants for future employment.

MEC Analytical Systems, Inc., is in full compliance with the Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

The Agreement also contains provisions requiring the consultant to comply with the County's Contractor Employee Jury Service Program and the Safely Surrendered Baby Law.

As required by your Board, language has been incorporated into the Agreement stating that the consultant shall notify its employees and shall require each subconsultant to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws.

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for the execution of this Agreement. Any project that may be proposed as a result of these services will undergo the appropriate environmental review.

CONTRACTING PROCESS

On July 8, 2003, Public Works issued a Request for Proposal to 46 firms for the project. Eight firms responded to the request. An Evaluation Committee, consisting of Public Works Watershed Management and Architectural Engineering Divisions' staff and a representative from City of Downey, evaluated the proposals. The evaluation of the firms was based on technical expertise, proposed work plan, experience, personnel qualifications, and understanding of the work requirements. These evaluations were completed without regard to race, creed, color, or gender. Based on the review and evaluation of these proposals, and oral interviews, the Evaluation Committee recommended MEC Analytical Systems, Inc., as the most qualified firm to provide as-needed engineering services.

Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works' CBE Outreach Program and the requirement that consultants demonstrate their good faith efforts to utilize CBEs. MEC Analytical Systems, Inc., is aware of Public Works' CBE Outreach Program, and their proposed CBE participation is on file with Public Works.

The Honorable Board of Supervisors
March 25, 2004
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As requested by your Board on February 3, 1998, and to further increase consultant awareness of contracting opportunities with Public Works, the Request for Proposal was also posted or listed on the County's Office of Small Business website.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended consultant services.

CONCLUSION

Please return three approved copies of this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel
Department of Public Social Services (GAIN)

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 25th day of February, 2004.

BY AND BETWEEN

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

AND

MEC ANALYTICAL SYSTEMS, INC., hereinafter referred to as "Consultant,"

County has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide urban runoff and stormwater quality as-needed engineering services.

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

The parties hereto do mutually agree as follows:

1. Definition

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

2. Consultant's Services

The scope of work shall be as outlined in Attachment A, dated February 25, 2004. No work shall commence on this project until a written Notice to Proceed is issued by County.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Article 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works

(hereinafter called Director), County agrees to pay Consultant a maximum not to exceed fee of Two Million Dollars (\$2,000,000).

County shall compensate Consultant as follows

a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Attachment A, dated February 25, 2004, at the rates specified in Attachment B, MEC Analytical Rates and Fees, up to a maximum of \$2,000,000, including up to \$100,000 for reimbursable expenses. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.

b. Supplemental Consultant Services may be required at County's discretion, upon prior written authorization by Director, and will be based on Consultant's fee schedule on file with Director.

c. If Cost of Living Adjustments (COLA) are provided in the attachment, County shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to County employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange County, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this contract to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, Consultant will not receive a COLA for the contract period which coincides with that fiscal year.

d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause County to consider terminating this Agreement, the County may attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the contract.

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

nonappropriation of funds at the earliest possible date.

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

Consultant will not be paid for any expenditures beyond the contract amount stipulated without amendment to this Agreement.

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

4. Equipment and Supplies

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

5. County's Responsibility

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

6. County's Representative

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

7. Term and Termination

The term of this Agreement is two years and shall commence on the date stipulated in the Notice to Proceed. Work will be on an as-needed basis. At the County's option and with written mutual agreement, the agreement may be extended for two additional one-year terms.

County may, at its sole option and discretion, cancel or terminate this Agreement, without any liability other than payment for work already performed, up to the date of termination by giving three days written notice of such termination to Consultant. Consultant shall be paid the reasonable value of its services rendered. In the event of any such termination by County, Consultant shall provide to County a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by County.

8. Indemnification and Insurance

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

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

Alternative 1

Alternative 2

9. Anti-Discrimination

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

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

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

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

10. Independent Contractor Status

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

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

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

11 County's Quality Assurance Plan

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

12. Assignment

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

13. Forum Selection

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

14. Conflict of Interest

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

15 Prohibition from Involvement in Bidding Process

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

16 Lobbying

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

17. Gratuities

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

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

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

18. Employment of Laid-Off County Employees

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

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

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

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

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

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

Consultant acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is County's policy to encourage all County consultants to

voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. County's District Attorney will supply Consultant with the poster to be used.

21. Termination for Improper Consideration

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

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

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

22. Consideration of GAIN/GROW Program Participants for Employment

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

23. Notice to Employees Regarding the Federal Earned Income Credit

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

24. Reduction of Solid Waste

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

County Rights

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

Fair Labor Standards Act

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

27. Prevailing Wage Requirements

Consultant must comply with all applicable prevailing wage requirements.

Employment Eligibility Verification

Consultant warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

Consultant Responsibility and Debarment

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

b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the contract, debar the Consultant from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Consultant may have with the County.

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

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

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

f. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

g. These terms shall also apply to subconsultants of County Consultant.

30. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

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

The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

31. No Payment For Services Provided Following Expiration/Termination of Agreement

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

32. Notice to Employees Regarding the Safely Surrendered Baby

The Consultant shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit 1 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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

33. Notices

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

COUNTY

Department of Public Works
Architectural Engineering Division
Contracts Administration, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-2586

CONSULTANT

MEC Analytical Systems, Inc.
2433 Impala Drive
Carlsbad, CA 92008
(760) 931-8081
(760) 931-1580 fax

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

34. Entire Agreement

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

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

COUNTY OF LOS ANGELES

MEC ANALYTICAL SYSTEMS, INC.

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

Approved as to form:

LLOYD W. PELLMAN
County Counsel

By _____
Principal Deputy

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5/12/2003

ATTACHMENT A

**CONSULTANT SERVICES AGREEMENT
URBAN RUNOFF AND STORMWATER QUALITY
AS-NEEDED ENGINEERING SERVICES
MEC ANALYTICAL SYSTEMS, INC.**

SCOPE OF SERVICES

1. General

The Consultant shall provide as-needed services in urban runoff and stormwater quality engineering. The Consultant shall utilize collective knowledge and the ability to subcontract, if necessary and with approval from Public Works, to ensure success of an assignment or a project in an excellent, proficient, and legal manner. Public Works will develop the project-specific scope for each as-needed assignment or service in the areas described in this Agreement. The Consultant shall then develop the detailed proposal, cost estimate, and schedule based on the understanding of the requested services. Upon review and agreement with the Consultant, Public Works will issue a Notice to Proceed (NTP) for each assignment.

The Consultant shall provide professional services in the areas of, but not be limited to, the following: coordinate and implement the NPDES Permit requirements, facilitate the implementation of the model programs established by the Stormwater Quality Management Plan, develop stormwater monitoring programs, collect and analyze water samples in support of studies and evaluations, conduct toxicity testing and analysis on water samples, compile annual stormwater quality reports, develop procedures/action plans/schedules to control or abate stormwater or low-flow pollution, establish guidelines for development and redevelopment projects that affect water quality, identify and report illicit connections and discharges, conduct special studies on water quality mitigation and watershed improvements, assess and report pollutant loading from watershed management areas, provide expert technical advice and respond to legal actions and notices of violations on water quality or NPDES permitting issues, develop design standards for structural Best Management Practices (BMP) devices, provide construction and operational management support for the installation of structural BMP devices, review and analyze environmental or watershed-related legislation, prepare marketing packages and provide engineering support in pursuance of funding, and other urban runoff and water quality-related watershed management functions as necessary.

2. Personnel/Staffing

All professional staff or subconsultants provided by the Consultant for an assignment or a project shall be approved by the County and shall not be removed or replaced without prior consent of the County. If a change in personnel is required, the Consultant shall submit the name and résumé of the replacement for County approval 30 days prior to the effective date of the change. In addition, the County, at its sole discretion, reserves the right to direct the Consultant to remove any member of the Consultant's staff provided to the County for an assignment or a project. The Consultant shall be responsible for replacing any such staff for the County's approval within 14 days of the effective date of removal.

3. Engineering and Technical Support Services

The Consultant shall furnish engineering management and professional technical support services as required to complete the requested assignments or project activities, including, but not limited to:

- Collect and perform laboratory testing and analyses on water samples

- Develop preliminary design plans and specifications

- Conduct field engineering investigations

- Prepare assessments and reports of field investigations

- Conduct feasibility and special studies

- Interpret water quality-related data and computer simulations

- Prepare annual reports

- Create marketing and lobbying packages

- Develop project concepts and schematic design for watershed improvement and multipurpose facilities

- Compile reports and responses in conformance with NPDES requirements

- Review and make recommendations on environmental legislation

The Consultant shall monitor, coordinate, and evaluate all key project activities to ensure optimum scope/configuration control, cost/schedule compliance, and quality assurance and control.

4. Other Services

When directed by the County, the Consultant shall provide qualified staff to support urban runoff and water quality-related functions.

5. Schedule For Services

After contract execution, a Notice to Proceed will be issued for urban runoff and stormwater quality as-needed engineering services as required in this Agreement. A notice to proceed shall be issued for each specific project. The Consultant shall provide a schedule within 7 calendar days after the date of the Notice to Proceed for each project, indicating start and completion of all anticipated work.

The term of this Agreement is two years and shall commence on the date stipulated in the Notice to Proceed. Work will be on an as-needed basis. At the County's option and with written mutual agreement, the Agreement may be extended for two additional one-year terms.

6. Compensation

The Consultant shall be compensated on deliverables, based on work completed on schedule and approved by the County. Public Works will reimburse the Consultant for work performed outside the Scope of Services in accordance with written requests received and approved by Public Works prior to work commencing. Mileage is not reimbursable. The total not to exceed fee is \$2,000,000, including up to \$100,000 for reimbursable expenses.

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

7. Cost of Living Adjustment

Cost of Living Adjustments (COLA) shall be provided as specified in Article 3c of the Agreement.

8. Management of the Consultant

The Consultant shall take all formal direction from the County Project Manager assigned the responsibility for the project. All activities related to administration of the Consultant's agreement will be managed by the County Project Manager.

The Consultant shall designate a single point-of-contact of the Consultant's staff who will be the responsible individual for the coordination of the Agreement with the County. The Consultant's designated point-of-contact will interact with the Head of Watershed Management Division or his/her designee to coordinate services under the Agreement. Staff hours expended by the designated point-of-contact to coordinate consultant staff requirements with the County will not be eligible for compensation.

9. County's Ownership of Materials and Equipment

All services provided by the Consultant, and all materials, documents, reports, and other information of all types, including computer models developed by the Consultant for the project, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole and exclusive property of the County.

MEC ANALYTICAL RATES AND FEES 2004

| Consultant | Job title | Hourly rate |
|---|---|-------------|
| MEC Analytical Systems (Prime) | Principal Investigator | \$161 |
| | Project Manager | \$154 |
| | Quality Control/Data Manager | \$154 |
| | Assistant Project Manager | \$135 |
| | Senior Scientist | \$117 |
| | GIS Specialist | \$117 |
| | Scientist II | \$81 |
| | Scientist I | \$62 |
| | Environmental Analyst | \$55 |
| | Word Processor/Graphics | \$51 |
| | Senior Technician | \$48 |
| | Bioassay Technician | \$40 |
| | Technician | \$36.50 |
| | Contracts Administrator | \$90 |
| Brown and Caldwell (Subconsultant) | Chief Engineer/ Scientist | \$199 |
| | Chief Geologist/Hydrogeologist | \$199 |
| | Executive Engineer | \$199 |
| | Managing Engineer/ Scientist | \$184 |
| | Managing Geologist/ Hydrogeologist | \$184 |
| | Supervising Engineer/ Scientist | \$164 |
| | Supervising Geologist/Hydrogeologist | \$164 |
| | Supervising Construction Engineer | \$164 |
| | Chief Designer | \$164 |
| | Chief Drafter | \$140 |
| | Principal Designer | \$140 |
| | Senior Construction Engineer | \$140 |
| | Senior Engineer/ Senior Scientist | \$140 |
| | Senior Geologist/ Hydrogeologist | \$140 |
| | Engineer/ Scientist III | \$125 |
| | Senior Designer/Senior Drafter | \$125 |
| | Inspector III | \$125 |
| Senior Engineering Technician | \$125 | |
| Integrated Water Resources (Subconsultant) | Executive Manager | \$205 |
| | Senior Project Manager | \$150 |
| | Project Manager II | \$130 |
| | Project Manager/ Scientist | \$120 |
| | GIS Manager | \$115 |
| | Project Analyst | \$95 |
| | GIS Specialist | \$85 |
| | Senior Technical Consultant | \$225 |
| | Technical Consultant | \$185 |
| | Special Expert Witness (outside) | \$400 |
| | Staff Scientist IV | \$95 |
| | Staff Scientist III | \$85 |
| | Staff Scientist II | \$70 |
| | Staff Scientist I | \$60 |
| | Accountant II | \$85 |
| | Accountant I | \$70 |
| | GIS Technician II | \$70 |
| | GIS Technician I | \$55 |
| | Data Processing Technician II | \$65 |
| | Data Processing Technician I | \$50 |
| Clerical Assistant II | \$55 | |
| Clerical Assistant I | \$45 | |

| Consultant | Job title | Hourly rate |
|---|---------------------------|-------------|
| California Resources Strategies (Subconsultant) | Principal | \$295 |
| | Specialist | \$225 |
| | Associate | \$185 |
| Other Direct Costs | Subcontractor/Description | Cost |
| Fee (ODCs and Subconsultants) | | N/A |
| All other ODCs not specified | | N/A |
| Subconsultant markup | | N/A |

REIMBURSABLE EXPENSES

In addition to the hourly labor billing rates, special equipment, supplies, materials, services, or other expenditures required to support the services performed under this Agreement and furnished by Consultant will be reimbursed to Consultant by the County at Consultant's actual cost or standard billing rates, as applicable. There will be no mark-ups on reimbursables. All items of \$100 or more are subject to prior written approval by the County. Requests above \$1,000 will require a minimum of three quotes. Such items shall include, but not be limited to, the following:

- Special requested travel
 - a. Mileage (at County rate promulgated by Auditor Controller)
 - b. Parking (only as it pertains to the needs of the project)
 - c. Plane tickets and car rentals
- 2. Supplies (exclusively to be used for the project)
 - a. Special water quality testing supplies
 - b. Other specialty items needed for water quality studies and testing
- 3. Equipment (exclusively to be used for the project)
 - a. Sampling units and parts
 - b. Flow meters
 - c. Water quality testing device
 - d. Data retrieving and storing units
 - e. Computers, including software and maintenance
- 4. Reprographics (copies not included in any stated deliverable items)
 - a. Copying services
 - b. Reproduction

All equipment, supplies, and computer software purchased by the consultants will be turned over to the County at the completion of the work.