



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: September 4, 2024

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: John Leonard, 3rd Supervisorial District

CEO MEETING FACILITATOR: Thomas Luscombe

This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' March 19, 2024 order.

To participate in this meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 522268816# or [Click here to join the meeting](#)

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Operations Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. DISCUSSION ITEM(S):

- A) Board Letter:
RESPONSES TO THE 2023-2024 CIVIL GRAND JURY FINAL REPORT
RECOMMENDATIONS
CEO - Carrie Miller, Senior Manager

- B) Board Letter:
SEVEN-YEAR LEASE
PUBLIC DEFENDER
3655 TORRANCE BOULEVARD, TORRANCE
CEO/RE – Alexandra Nguyen-Rivera, Section Chief, Leasing

- C) Board Letter:
SEVEN-YEAR LEASE
FIRE DEPARTMENT
5815-5823 AND 5825-5847 RICKENBACKER ROAD, COMMERCE
CEO/RE – Alexandra Nguyen-Rivera, Section Chief, Leasing

- D) Board Letter:
WATER RESOURCES CORE SERVICE AREA
AWARD CONSULTANT SERVICES AGREEMENTS FOR
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING AND
RELATED SERVICES
DPW/CIO – Mark Lombos, Assistant Deputy Director and
John Calas, Chief Information Officer

- E) Board Memo:
ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS FOR
A SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT NUMBER 42201
WITH DATAWORKS PLUS, LLC, FOR DIGITAL MUGSHOT SYSTEM
MAINTENANCE AND SUPPORT SERVICES
LASD/CIO – Alejandra Madera, Administrative Services Manager III

4. PRESENTATION ITEM(S):

None available.

5. ADJOURNMENT

UPCOMING ITEM(S) FOR SEPTEMBER 11, 2024:

- A) ISD/CEO-CP – AWARD 22 JOB ORDER CONTRACTS FOR MAINTENANCE, REPAIR, REMODELING, AND REFURBISHMENT OF COUNTY INFRASTRUCTURE AND FACILITIES; ADOPT AND ADVERTISE VARIOUS SPECIFICATIONS

- B) ISD – ADOPTION OF ORDINANCES AMENDING VARIOUS CHAPTERS OF TITLE 2 – ADMINISTRATION – OF THE LOS ANGELES COUNTY CODE
- C) DMH/CIO – APPROVAL OF SOLE SOURCE AMENDMENT NUMBER EIGHT TO EXTEND THE EXISTING AGREEMENT NUMBER 77676 WITH NETSMART TECHNOLOGIES, INC.
- D) LACDA/CIO – CONTRACT FOR GOVERNMENT PROCUREMENT SOFTWARE SOLUTION AND SUPPORT SERVICES

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	9/4/2024	
BOARD MEETING DATE	9/24/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	DA, Sheriff, Arts and Culture, DCFS, DCBA, Fire, DHS, ISD, Medical Examiner, Office of Education, Parks, DPH, DPW, Regional Planning, Inspector General	
SUBJECT	RESPONSES TO THE 2023-2024 CIVIL GRAND JURY FINAL REPORT RECOMMENDATIONS	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The CGJ Final Report must be responded to within 60 days and must be presented at the 9/24/24 BOS meeting.	
COST & FUNDING	Total cost:	Funding source:
	\$	
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Civil Grand Jury released their 2023-2024 Final Report on June 28, 2024. This Board Letter includes responses from the County Departments to the CGJ. The Board Letter and Report is still in the review process and will be provided as soon as possible.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please state which one(s) and explain how:	
	North Star No. 3 - Realize Tomorrow's Government Today: Our increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Carrie Miller, Senior Manager, CEO (213) 262-7823, cmiller@ceo.lacounty.gov	

**BOARD OF
SUPERVISORS**

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101
ceo.lacounty.gov

Chief Executive Officer

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

September 24, 2024

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

Dear Supervisors:

**RESPONSES TO THE 2023-2024 CIVIL GRAND JURY FINAL REPORT RECOMMENDATIONS
(ALL DISTRICTS AFFECTED)
(3 VOTES)**

SUBJECT

Approval of the Los Angeles County (County) responses to the findings and recommendations of the 2023-2024 Los Angeles County Civil Grand Jury (CGJ) Final Report, and the transmittal of responses to the CGJ, as well as the Superior Court, upon approval by the County Board of Supervisors (Board).

IT IS RECOMMENDED THAT THE BOARD:

Approve the responses to the findings and recommendations of the 2023-2024 Los Angeles County CGJ Final Report that pertain to County government matters under the control of the Board.

Instruct the Executive Officer of the Board to transmit copies of this report to the CGJ, upon approval by the Board.

Instruct the Executive Officer of the Board to file a copy of this report with the Superior Court, upon approval by the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Section 933 (b) of the California Penal Code establishes that the county boards of supervisors shall

comment on grand jury findings and recommendations which pertain to county government matters under control of those boards.

On June 28, 2024, the 2023-2024 CGJ released its Final Report containing findings and recommendations directed to various County and non-County agencies. County department heads have reported back on the CGJ recommendations, and these responses are incorporated and enclosed as the County's official response to the 2023-2024 CGJ Final Report.

Recommendations that refer to non-County agencies have been referred directly by the CGJ to those entities.

Implementation of Strategic Plan Goals

The recommendations in the CGJ Final Report and the County's responses are broadly consistent with all three of the County's major Strategic Plan North Star goals.

North Star No. 1 - Make Investments that Transform Lives: We will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges - one person at a time.

North Star No. 2 - Foster Vibrant and Resilient Communities: Our investments in the lives of County residents are sustainable only when grounded in strong communities. We want to be the hub of a network of public-private partnering agencies supporting vibrant communities.

North Star No. 3 - Realize Tomorrow's Government Today: Our increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

FISCAL IMPACT/FINANCING

Any costs associated with implementing CGJ recommendations will be considered in the appropriate budget phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Certain CGJ recommendations require additional financing resources. Departments will assess the need for additional funding during the 2024-25 budget cycle and beyond, as appropriate.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

N/A

Respectfully submitted,

FAD:JMN:CDM

PN:kdm

- c: Executive Office, Board of Supervisors
County Counsel
District Attorney
Sheriff
Arts and Culture
Children and Family Services
Consumer and Business Affairs
Fire
Health Services
Internal Services
Medical Examiner
Office of Education
Parks and Recreation
Public Health
Public Works
Regional Planning
Office of the Inspector General

Attachment

County of Los Angeles Responses

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS; DEPARTMENT OF
CHILDREN AND FAMILY SERVICES

2023-2024 CIVIL GRAND JURY RECOMMENDATIONS FOR DEOXYRIBONUCLEIC ACID (DNA): DEPARTMENT OF CHILDREN AND FAMILY SERVICE REUNITING ORPHAN-ABANDONED CHILDREN WITH UNKNOWN RELATIVES

SUMMARY

"This report is concerned with the limits of the Department of Children and Family Services (DCFS) Family Finding program; connecting orphaned children, aged eighteen and under, lost in the system, to potential biological relatives. The Committee looked diligently into the realistic outcomes involved with using genetic matching, or DNA testing, to place a foster child under DCFS care into the home of blood relatives and reviewed potential response outcomes from certain families, once contacted. The Committee reviewed the current procedure for Family Finding and evaluated the possibility of collecting a child's DNA when all other avenues for reconnection have failed, as well as an evaluation of why the adoption of this program might have pushback."¹

RECOMMENDATION NO. 1.1

Board of Supervisors (BOS) direct DCFS to review data collection procedures when processing children new to the system to include orphan status, allowing DCFS to establish whether or not a child is a true orphan or if there are known relatives for placement.

RESPONSE

Disagree. This recommendation will not be implemented, because it is not warranted or reasonable. DCFS as with all other child welfare serving counties in the State, uses the State of California's Child Welfare Services/Case Management System (CWS/CMS) database system to track all aspects of child welfare casework. This database captures information on all children being served by DCFS, including children who have been legally freed by Dependency Court.

In addressing children who are legally freed, DCFS avoids the use of the word "orphan." Legally freed refers to a child whose parental rights have been terminated by Dependency Court, and the State of California has acknowledged the Termination of Parental Rights (TPR) Court Order through the processing of the State Form AD4333 (Acknowledgement and Confirmation of Receipt of Relinquishment Documents).

Similarly, DCFS tracks Relinquished Children through the same CWS/CMS system; specifically, in the "Client Management Section" of each case, which includes "Existing Family Information" related to how Parental Rights were terminated, whether by Court Order or through Voluntary Relinquishment.

¹ 2023-2024 Los Angeles County Civil Grand Jury Final Report, Deoxyribonucleic Acid (DNA): Department of Children and Family Service Reuniting Orphan-Abandoned Children with Unknown Relatives, p. 20.

Safely Surrendered Babies (SSB) are tracked through the coordinated use of an internal manual tracking system by DCFS' Emergency Response Command Post (ERCP) and the Adoption Division's Matching Coordination Unit. The Safely Surrendered Baby law (California Health and Safety Code section 1255.7) provides a safe alternative for the surrender of a newborn baby in specified circumstances. Under the Safely Surrendered Baby law, a parent or person with lawful custody can safely surrender a baby confidentially, and without fear of prosecution, within 72 hours of birth.

Additionally, DCFS developed the Upfront Family Finding (UFF) Program in keeping its focus on children placed in non-relative care at the time of detention. UFF's approach includes a deliberate effort on increasing relative placements, engaging relatives in providing non-placement supports, and partnering with CBOs to provide additional supports to relatives. As part of the UFF program, dedicated staff conduct active searches for family members using search engines like CLEAR, which aggregates public records pulled from sources such as phone companies, utility companies, motor vehicle registrations, real-time incarceration information, and consumer credit bureaus, to quickly locate possible connections/associates to the person in question. In addition to using CLEAR results, UFF social workers also conduct interviews with age-appropriate children, parents, and known relatives/Non-Related Extended Family Members (NREFMs) to explore their ability and willingness to provide various forms of support to the child(ren) and their family. Further, UFF social workers conduct thorough reviews of current and previous case records to identify possible family supports.

DCFS piloted UFF in two regional offices in October 2016, and, after an evaluation completed by Child Trends in 2018, added UFF to eight additional offices. By July 2023, UFF expanded its operation at all DCFS regional offices. During 2023, initial placement data tracked by the Family Finding and Engagement Program showed 80% of children detained were placed with a relative/NREFM or released to the Non-Offending Parent by regional staff. Of children placed in out-of-home care, 57% were placed with kin (relative or NREFM). Since inception, the UFF has located 42,429 maternal relatives, 28,591 paternal relatives, and 5,225 NREFMs (as of March 13, 2024). At the end of receiving UFF services, 23% maternal relatives, 14% paternal relatives and 6% NREFMs were in the Resource Family Approval (RFA) process. From inception to March 2024, 6,004 children have been provided UFF services. This rate is consistent with UFF data previously collected and reported by the Office of Child Protection.

RECOMMENDATION NO. 1.2

BOS and DCFS work with Court to expand authority to include genetic DNA testing when a true orphan has been identified. This will allow judges to expedite the testing process and potential placement.

RESPONSE

Disagree. The recommendation will not be implemented, because it is not warranted or reasonable. The County, through DCFS, is not in agreement with this finding and does not support facilitating DNA testing of children in foster care.

Legal Concerns

Children, like adults, have a constitutional right to be free from unreasonable searches and seizures, as guaranteed in the U.S. Constitution. Invasions of the body, including nonconsensual extractions of bodily material for DNA profiling, are searches entitled to Constitutional protections and DNA may not be collected from a person absent consent of the person from whom the DNA is to be taken, a court-ordered warrant based on probable cause, or an exception to the warrant requirement. Children, given their age of minority, are not legally allowed to consent to such collection, thus, consent by the parents (or individual who has the power to consent for the child) or a court order authorizing the collection of the DNA must be obtained.

In most instances when a child is removed from the home, especially during the reunification phase of the court proceeding, the child's parent(s) will retain the right to make medical decisions and decisions about DNA sampling. In other instances, where it is in the child's best interest to have a substitute medical decision maker, the juvenile court may appoint someone other than a parent to serve as the holder of the child's rights. That person or entity may be imbued with the authority to give, or withhold, consent regarding medical decisions, which would include DNA sampling. In either case, if petitioned by a party to the proceedings to provide DNA sampling, the Juvenile Court can make the decision to authorize or deny a request for DNA sampling, which would require all parties to be provided notice and the opportunity to be heard to ensure due process is provided.

When assessing the feasibility of extending DNA sampling to all children who enter child welfare, it is also critical to consider that DNA sampling could subvert public policy and increase risk to some children. There are instances where DNA sampling is unnecessary, such as when a child remains in the home of a parent, or where a Non-Related Extended Family Members (NREFM) has been identified as the preferred placement option, or when viable relative placement options have already been identified. It is also worth remembering that relatedness in the legal sense is narrower than relatedness in the biological sense.

Equity Issues

When considering the moral, ethical, and equity issues surrounding the DNA sampling of foster youth, it is necessary to address ethical issues of informed consent, privacy, confidentiality, and disproportionality. Children and adults share the right to privacy, which includes the right to make an informed, independent decision about whether to have DNA extracted from their bodies, and whether and to whom their genetic test results may be shared. Systematic DNA testing of all youth entering the child welfare system would do nothing to reduce racial disproportionality and the concurring disparities, but rather cultivates institutionalized racism and problematic practices that contribute to greater inequity.

Current Efforts to Identify Kin and Relative Placements

In addition to the UFF program noted in the response above, DCFS developed the Permanency Partners Program (P3) in 2004 after recognizing the significant impact familial support has on the well-being of children in care. The P3 program is comprised of retired and part-time social workers who work collaboratively with case-carrying social workers to conduct family finding.

The P3 program seeks to locate and engage children/youths' relatives, NREFMs, and chosen family by conducting individual interviews with children/youth, parents, and any available relatives. P3 social workers engage individuals located, in efforts to broaden knowledge of those who may be able to support the families and conduct thorough reviews of case records, reports, and files to engage/re-engage those family members that may have previously been known (and forgotten) to DCFS. P3 social workers also use computer-based search databases in their mining process. These search mechanisms do not require the invasiveness of gathering DNA samples and allow for trained social workers to help connect/reconnect with a safe and trauma-responsive approach.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS; CHIEF EXECUTIVE
OFFICE; DEPARTMENT OF PUBLIC WORKS; SHERIFF'S DEPARTMENT

2023-2024 CIVIL GRAND JURY RECOMMENDATIONS FOR MICROMOBILITY DEVICES: "PAY NOW OR PAY LATER"

SUMMARY

"This report reviews and evaluates the efficacy and facilitation of ubiquitous micromobility machines. The Committee looked at whether the County was doing what is necessary to ensure that all of its citizens have a safe and positive experience while using micromobility devices (i.e., electric scooters (e-scooters) and electric bicycles (e-bikes), etc.). The Committee's objective was to look at how vendors were permitted to operate within the City of Los Angeles, what the California Department of Motor Vehicle (DMV) laws were that pertain to operating these devices, the use of private e-bikes and e-scooters, State legislation, community reactions, and injuries and/or deaths caused by the careless riding of these instruments."²

RECOMMENDATION NO. 2.1

Ensure LAPD, LBPB, other local municipal law enforcement agencies and campus police agencies and other local law enforcement agencies enforce electric scooters prohibition against riding on sidewalk, helmet requirements, and speed limits.

RESPONSE

Agree. This recommendation has been implemented. Los Angeles County Code Section 15.76.080 prohibits operation of bicycle or any vehicle on any sidewalk except at a permanent or temporary driveway, unless otherwise specified by posted notices, which was amended in 2023 to permit some bicycle riding on sidewalks. The County of Los Angeles Sheriff's Department enforces the Code based upon its resources and competing public safety priorities.

RECOMMENDATION NO. 2.2

Municipal governments should update permit agreements to require electric scooter manufacturers to offer liability insurance.

RESPONSE

Partially disagree. This recommendation will not be implemented. The County, including its BOS and Chief Executive Office (CEO), does not currently license or permit any shared micromobility device companies within the unincorporated areas under the scope of its jurisdiction. The County, therefore, does not have a permit system for micromobility devices and shared mobility devices, in the same way that incorporated cities like the City of Los Angeles and other municipal governments mentioned in this report do. The County only has jurisdiction over the unincorporated areas of the County and does not have jurisdiction over

² 2023-2024 Los Angeles County Civil Grand Jury Final Report, Micromobility Devices: "Pay Now or Pay Later", p. 33.

incorporated cities when it comes to the permitting of such micromobility devices. However, the feasibility of this sort of permit system has been studied in the past.

An On-Demand Personal Mobility Devices Pilot Program was developed and originally implemented within the unincorporated County communities from May 1, 2019, to June 30, 2020. Three companies applied to participate in the program; however, no applicants completed the process. As a result, the program was extended to June 30, 2021, but no permits were issued.

If the County implemented such a permit system in the future, the County would require a shared micromobility company to indemnify it, and as a matter of public policy would support the requirement for scooter companies to purchase commercial general liability insurance coverage, with the County listed as an Additional Insured. This would provide an alternate recovery source in the event of rider accidents, including but not limited to severe liability cases which result in traumatic brain injury, paralysis, broken bones, or death. This would also allow the County to recover for defense costs against the scooter company, if/when named as a joint party in a lawsuit.

RECOMMENDATION NO. 2.3

Local Agencies should create local ordinances to make mandatory the use of helmets while riding any of the e-bikes or e-scooters.

RESPONSE

Agree. The recommendation has not yet been implemented but will be implemented in the future. On November 20, 2018, the BOS directed the CEO to work with County departments to study the impact of e-scooters and e-bikes in other jurisdictions, identify potential public safety issues, and report back with a list of recommendations on how to move forward with a potential regulation of these technologies. The report recommended that the BOS request all shared mobility companies cease operations in the unincorporated communities except for Marina del Rey and that the County develop a pilot permitting program with an accompanying set of regulations to allow the safe operation and storage of these devices on County roadways.

As noted in the response above, an On-Demand Personal Mobility Devices Pilot Program was developed and implemented within the unincorporated County communities, but no permits were issued.

The County does not currently have an ordinance to manage On-Demand EV Scooters. However, the use of helmets was discussed at length while the pilot program was being developed. Helmet usage is a positive safety measure for inclusion, should a new County ordinance be proposed.

RECOMMENDATION NO. 2.4

Law enforcement agencies (LAPD, LBPD, Community College Campus Police) should create a campaign to educate pedestrians and operators to use safety equipment, e.g., helmets.

RESPONSE

Disagree. The Sheriff's Department is not opposed to a public campaign like this one, but it believes such a public awareness campaign is better suited to other agencies who have the resources and skill set to develop an effective campaign. As such, the recommendation will not be implemented.

RECOMMENDATION NO. 2.5

Law enforcement agencies (LAPD, LBPD, and Community College Campus Police) should create e-bike and e-scooter User Education Course (similar to driver education for autos).

RESPONSE

Disagree. This recommendation will not be implemented as it is outside of the scope of the County of Los Angeles Sheriff's Department as an enforcement agency. The County and its Sheriff's Department are supportive of disseminating and advertising related resources that have been developed by appropriate and relevant outside agencies.

RECOMMENDATION NO. 2.6

Municipal governments should update permit agreements to require electric scooter and electric bike manufacturers to add some type of warning signal on their devices such as a horn or buzzer.

RESPONSE

Partially disagree. This recommendation will not be implemented. As noted above, the County does not currently license or permit any shared micromobility device companies. A requirement that electric scooter and electric bike manufacturers add some type of warning signal on their devices such as a horn or buzzer is more appropriate and feasible for legislation at the State level. The County, however, generally supports the addition of any/all safety signaling to help alert the public to the presence of a motorized mobility scooter, so that others in the vicinity can be made aware of their location and potentially assist in the avoidance of a collision.

RECOMMENDATION NO. 2.7

BOS, CEO, and Los Angeles City Mayor and City Council, and other major local city governments should support the passage of AB 381.

RESPONSE

Agree. However, it should be noted that SB 381 was signed by the Governor on October 13, 2023, and became effective January 1, 2024, so no further action by the County is needed. Additionally, it appears as though this recommendation includes a typo; AB 381 ("Teacher credentialing: services credential with a specialization in health: occupational and physical therapists.") deals with credentialing within unrelated subject matter areas, whereas SB 381 ("Electric bicycles: study") deals with the study of electric bicycles and their safety, as referenced earlier in this investigative report.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS; CHIEF EXECUTIVE
OFFICE

2023-2024 CIVIL GRAND JURY RECOMMENDATIONS FOR SCHOOL SAFETY: EQUITABLE SAFETY FOR ALL

SUMMARY

"This report explores the safeness of various public schools within the County to determine the type of exposure and peril that were in the schools. The goal was to visit schools, speak with administrators, and review safety and emergency programs that they were following. The investigative team randomly selected schools within LAUSD (Los Angeles Unified School District), as well as a few schools outside of LAUSD, and met to discuss various school safety procedures."³

RECOMMENDATION NO. 3.3

LAUSD, Culver City Unified School District and Torrance Unified School District Principals should work with the BOS, city council members and school superintendents to get approval for installation of "traffic bumps" in all areas surrounding their school thus helping to slow down traffic and prevent car accidents or injury to students.

RESPONSE

Disagree. This recommendation will not be implemented because it is outside of the scope of the jurisdiction of the County. California Streets and Highways Code Section 989 and California Government Code Sections 57329 and 57385 state that county roads transfer to a city automatically upon incorporation.

This recommendation is focused on the school districts of specific incorporated cities (the City of Los Angeles, the City of Culver City, and the City of Torrance) and since each of these instances appear to be within an incorporated city, each of those respective cities have jurisdiction over matters related to those streets around their schools, including decisions to install traffic bumps/speed bumps.

³ 2023-2024 Los Angeles County Civil Grand Jury Final Report, School Safety: Equitable Safety for All, p. 53.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS

2023-2024 CIVIL GRAND JURY RECOMMENDATIONS FOR THE DEPARTMENT OF CANNABIS REGULATION AND THE SOCIAL EQUITY PROGRAM

SUMMARY

"This report discusses the challenges of the City of Los Angeles' Department of Cannabis Regulations (DCR) and how they manage the Social Equity Program (SEP). The report identifies the findings from the Committee's interviews and their recommendations in assisting to make the SEP a viable and worthwhile program. The Committee found that new cannabis business owners in the City of Los Angeles faced regulatory obstacles and many people were eliminated from the permitting process."⁴

RESPONSE

Upon careful review, it is confirmed that the Office of Cannabis Management (OCM), which operates under the Department of Consumer and Business Affairs (DCBA), a County entity, is not designated as a responding agency under the Required Responses section for the Department of Cannabis Regulation (DCR) and the Social Equity Program (SEP). Furthermore, the recommendations specified in this investigative report pertain exclusively to the Department of Cannabis Regulation (DCR), a City of Los Angeles entity. As such, the County does not have responses for the recommendations in this investigative report.

⁴ 2023-2024 Los Angeles County Civil Grand Jury Final Report, The Department of Cannabis Regulation and the Social Equity Program, pp. 71-72.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS; CHIEF EXECUTIVE
OFFICE

2023-2024 CIVIL GRAND JURY RECOMMENDATIONS FOR ROOM TO BREATHE: AN ANALYSIS OF GUARANTEED BASIC INCOME AND LA COUNTY'S PILOT INITIATIVES

SUMMARY

"This report analyzes the BREATHE (Los Angeles County's Guaranteed Basic Income Experiment) program's implementation, how funding sources can effect data, the long term effects (if any) of Guaranteed Basic Income (GBI) models on impacted communities, and identifying room for potential improvements if and when running future models. The Committee also evaluated similar GBI initiatives administered elsewhere in the State of California as a reference to pros and cons of a program's parameters."⁵

RECOMMENDATION NO. 5.1

BOS should collect data about how many participants used the income for job training, education, and childcare at the end of the program. Any future programs similar to BREATHE that the BOS chooses for their own policy reasons should be part of any success metrics by which to analyze such programs, if any.

RESPONSE

Agree. The County has already established an agreement for the implementation of this recommendation. In partnership with the County, the University of Pennsylvania's Center for Guaranteed Income Research (CGIR) executed a randomized controlled trial to determine the impacts of the guaranteed income on the overall health and well-being of recipients across several domain areas. Research activities entail completing a survey every six months throughout the program duration, as well as six months after it concludes. A final report of all findings is anticipated to be completed one year after the final data collection point.

RECOMMENDATION NO. 5.2

BOS should disclose the amount of money paid by quarter to date: a) to the University of Pennsylvania to run and administer the BREATHE program; b) the amounts paid to the treatment group (those paid, as opposed to the control group); and c) administrative costs incurred by the County.

RESPONSE

Agree. The County has implemented this recommendation. The [Los Angeles County American Rescue Plan \(ARP\) Dashboard](https://arptracking.ceo.lacounty.gov/public) (<https://arptracking.ceo.lacounty.gov/public>) provides data on spending, budget allocations, and project progress on a monthly basis. The Dashboard is a public facing tool that includes program and administrative expenditure data, as well as data related to metrics and outcomes, individuals served inclusive of demographic

⁵ 2023-2024 Los Angeles County Civil Grand Jury Final Report, Room to Breathe: An Analysis of Guaranteed Basic Income and LA County's Pilot Initiatives, p. 96.

and geographic data, and [resource guides](https://ceo.lacounty.gov/recovery/) (<https://ceo.lacounty.gov/recovery/>) that provide informational material to help the public navigate the tool.

In partnership with the University of Pennsylvania Center for Guaranteed Income Research (CGIR) and the Stanford Basic Income Lab, the County has committed to also contributing to a [public facing data dashboard](https://guaranteedincome.us/los-angeles-county) (<https://guaranteedincome.us/los-angeles-county>) that includes guaranteed income disbursement and expenditure data of the participants of Breathe: Los Angeles County's Guaranteed Income Program. The dashboard also includes participant demographic data, local economic data, and total disbursements of payments to date; the dashboard is updated monthly.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS; CHIEF EXECUTIVE
OFFICE; DEPARTMENT OF PUBLIC HEALTH; DEPARTMENT OF PUBLIC WORKS

2023-2024 CIVIL GRAND JURY RECOMMENDATIONS FOR LOS ANGELES RIVER: LET IT FLOW, LET IT FLOW, LET IT FLOW (NOT!)

SUMMARY

"This report studies the Los Angeles River (LA River), a complex system of systems in which people, places, and the environment coexist. The report is focused on determining how questions of ownership, jurisdiction, and politics work alongside or against policies that historically have ignored the LA River system's importance as a component to sustainable municipal infrastructure. The purpose of this report is to determine which agencies or organizations are responsible for the upkeep of the LA River."⁶

RECOMMENDATION NO. 6.1

In the interest of local health and the City's and County's reputation as a worldwide tourist destination, the Creek's soft bottom segment must be abated to prevent it from becoming a breeding ground for the primary vectors for transmission of West Nile or Dengue Fever. BOS coordinates clean up, and vector control against predicted dengue fever.

RESPONSE

Agree. This recommendation has been implemented to areas under the scope of the jurisdiction of the County's BOS and its Department of Public Works (DPW). DPW maintains a small portion of Compton Creek from the 91 Freeway to its confluence with the Los Angeles River. For this portion, DPW performs annual vegetation removal in the fall that includes re-establishment of the low flow down the center of the creek to assist with vector control. The majority and rest of Compton Creek upstream of the 91 Freeway is maintained by the Army Corps of Engineers.

Additionally, the County of Los Angeles Department of Public Health (DPH) investigates and monitors the trends of mosquito-borne diseases among residents in the County. West Nile virus and Saint Louis Encephalitis virus are two mosquito-borne diseases endemic in the County. These diseases are spread by local Culex mosquitoes each year in the County. Mosquito-borne diseases such as dengue and chikungunya are also identified among returning travelers who became infected abroad and are subsequently diagnosed in the County. These travel-associated diseases are not typically spread by local mosquitoes. However, sporadic local transmission can occur as the mosquito species capable of spreading these infections, primarily Aedes mosquitoes, are present in most areas of the County.

⁶ 2023-2024 Los Angeles County Civil Grand Jury Final Report, Los Angeles River: Let it Flow, Let it Flow, Let it Flow (Not!), pp. 113-114.

The independent Greater Los Angeles Vector Control District and Compton Creek Mosquito Abatement Districts serving the Compton Creek area provide additional information on local conditions and their impact on mosquito breeding. These independent specialized agencies are responsible for mosquito surveillance and control within their jurisdictions and can provide guidance on mitigating the disease risks associated with mosquitoes in that region moving forward.

RECOMMENDATION NO. 6.2

City of Compton explore alternative money management such as trustee appointment for general fund disbursement and city service moneys or more seriously, file for Federal bankruptcy protection.

RESPONSE

Neither agree nor disagree. Compton Creek within the City of Compton is maintained by the Army Corps of Engineers. The County's Department of Public Works (DPW) does not have jurisdiction over this matter. Similarly, this recommendation does not involve or implicate health expertise from the County's Department of Public Health (DPH). As such, it is recommended that the Civil Grand Jury review the response from the City of Compton regarding this recommendation.

RECOMMENDATION NO. 6.3

Regarding the City of Compton, prioritize the clean-up of the water and sewer infrastructure and especially prioritize Compton Creek. Explore the possibility to assigning a Trustee to fulfil the project objectives of bringing the creek up to excellent standards.

RESPONSE

Neither agree nor disagree. Compton Creek within the City of Compton is maintained by the Army Corps of Engineers. The County's DPW does not have jurisdiction over this matter and recommends the Civil Grand Jury review the responses from the City of Compton regarding the recommendations presented in this investigative report, which may include more details about the City of Compton's funding sources and facilities.

RECOMMENDATION NO. 6.4

City of Compton should explore how Heal the Bay (and any other interested environmental/other civic-oriented group) can restart volunteer cleanup activities.

RESPONSE

Disagree. This recommendation will not be implemented as this recommendation is outside of the scope of the jurisdiction of the County and its BOS. The City of Compton is an incorporated city and has its own authority to conduct the exploration of such an option. However, the County supports any such efforts to restart volunteer cleanup activities that the City of Compton wishes to pursue.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS; CHIEF EXECUTIVE OFFICE; DEPARTMENT OF HEALTH SERVICES; MEDICAL EXAMINER

2023-2024 CIVIL GRAND JURY RECOMMENDATIONS FOR THE EXAMINERS GET EXAMINED!

SUMMARY

"This report reviews whether recent changes in infrastructure and in leadership have diminished or enhanced the basic operations and processes of the Department of Medical Examiner (DME), the Office of Decedent Affairs (ODA), and the Department of Health Services (DHS), and their collaborative work or coordinated support. This includes a review of whether past procedures, programs, and projects are being continued promptly, efficiently, and according to the expectations of the electorate. This also includes a review of whether sufficient and experienced personnel are hired, and adequate facilities with state-of-the-art instrumentation are provided to serve the estimated 75,000 deaths each year within the County."⁷

RECOMMENDATION NO. 7.1

DME should eliminate the critical issues which are preventing achievement of full accreditation by the National Board of Medical Examiners, including:

- i. 90% of the autopsy reports completed in ninety days or less.
- ii. 90% of the autopsies and exams performed within seventy-two hours.
- iii. DME needs to promptly submit the latest DME's Annual Report for 2023.

RESPONSE

Agree. The County's Department of Medical Examiner (DME) has made significant strides in regaining their NAME (National Board of Medical Examiners) accreditation by implementing efficient workflows, which have been coupled with substantial gains in the budget for staffing in various areas. DME is targeting to regain accreditation in 2025.

DME was allocated an epidemiologist position in Fiscal Year (FY) 2024-25 and this individual will be the author of the annual reports and will help DME catch up to 2023. DME is currently engaged in interviews for the position, with a target start date for the selected individual in late Summer or early Fall of 2024.

RECOMMENDATION NO. 7.2

DHS should provide additional staffing for ODA attendants, aids, and crematory operators, and transport vans [preferably electric]; Hire more transport drivers so that three drivers are on duty twenty-four seven to account for the fact that a death occurs at any time.

RESPONSE

Agree. The County's Department of Health Services (DHS) has submitted a budget request for additional Office of Decedent Affairs (ODA) staffing in the FY 2024-25

⁷ 2023-2024 Los Angeles County Civil Grand Jury Final Report, The Examiners Get Examined!, p. 153.

Supplemental Budget Resolution (SBR) to address immediate needs, and full staffing will be assessed at later budget phases, as needed. This budget request includes requests for Services & Supplies (S&S) funding for the ongoing and annual costs related to the Decedent Management System. The request also seeks funding for the replacement of outdated refrigerated storage containers for decedents and additional morgue vehicles.

Additionally, please note that since the start of the COVID-19 pandemic (in 2020), DHS ceased operating a crematory. DHS has outsourced cremations and no longer requires crematory operators.

RECOMMENDATION NO. 7.3

The BOS and Chief Executive Officer should create capital outlay plans for replacing or relocating the entire DME complex containing the Medical Examiner's current facility to a larger facility with state-of-the-art equipment and disruptive toxicological labs.

RESPONSE

Agree. This recommendation requires further analysis. A master plan should be conducted to identify a comprehensive facilities capital plan for the DME, including the central Los Angeles location, as well as in the North, Valley, and South portions of the County. The timeframe to initiate a master plan is Quarter 1 of 2025 and will require an allocation of funding.

RECOMMENDATION NO. 7.4

Continue to develop additional facilities for Medical Examiner investigators in north, valley, and south portions of the County to improve efficiency, prompt response, and to demonstrate coverage of the DME fieldwork.

RESPONSE

Partially disagree. The benchmarks assessing this need and the expected improvements for the specific expansion of satellite offices are not clear. The named Los Angeles regions are ambiguous and need further clarification. However, opportunities to improve service delivery and geographic coverage will continue to be evaluated, as a component of ongoing operational management.

RECOMMENDATION NO. 7.5

Regardless of how or why the existing facilities are deteriorating, the concern of seismic retrofit safety has to be addressed promptly, both on a global and granular level for the good of the employees and the general public.

RESPONSE

Agree. This recommendation is in the process of being implemented. Funding for seismic retrofit of the existing Downtown DME facility has been approved. The County's Department of Public Works (DPW) is working on pre-design activities to address seismic deficiencies for DME's 1102/1104-A Buildings. A preliminary target for BOS approval of the seismic repairs is Quarter 1 of 2025. However, considerations for a new DME facility are also underway, at the same time as this proposed project.

RECOMMENDATION NO. 7.6

DHS should ensure that future ceremonies for unclaimed dead are widely publicized prior to the event and ensure as many private citizens are allowed to attend as possible.

RESPONSE

Agree. The County's Department of Health Services (DHS) has implemented this recommendation. Before 2020, the annual Ceremony of the Unclaimed Dead typically hosted about 200-300 people who attended in person. However, due to the COVID-19 pandemic, all large gatherings were canceled, resulting in DHS adapting the ceremony to a live-stream format. From 2020 to 2022, over 15,000 online viewers participated virtually. The virtual option not only addressed pandemic limitations, but also expanded the ceremony's reach to a larger and more diverse audience.

In 2023, DHS switched to hybrid events, with both virtual attendance and in-person attendance (limited to 75 individuals). DHS extensively publicized the ceremonies through various channels, including flyers, social media, and media advisories. DHS live-streamed the annual Ceremony of the Unclaimed Dead, allowing the broader community to participate remotely. DHS also shared flyers across all social media platforms and distributed them to over 40 community organizations and partners. The hybrid model adopted in 2023 allowed for a larger audience, with both virtual participation and a limited number of in-person attendees.

In 2024, DHS plans to expand in-person attendance and continue offering a virtual option, ensuring that future ceremonies are widely publicized and accessible for the community.

RECOMMENDATION NO. 7.7

The fee the Public Administrator charges for claiming the cremated remains of a decedent should be reviewed, with the intent to increase them for the services & convenience rendered to make them more representative of actual costs.

RESPONSE

Disagree. This recommendation will not be implemented because it is not warranted. The Public Administrator (PA) passes on the cremation fee to the estate and pays if there are enough funds in the estate to cover all debts. The PA does not charge a fee for claiming the cremated remains of a deceased person. If the deceased is found to have no assets, the PA does not charge to investigate and search for the next of kin.

RECOMMENDATION NO. 7.8

The ODA should explore the possibility of using the same VertiQ case management system that is already in use by the DME.

RESPONSE

Partially disagree. While using an existing system may be efficient, it may not meet the unique needs of the Office of Decedent Affairs (ODA) or align with their workflow. Instead of assuming the feasibility of adopting VertiQ, a comprehensive needs assessment could be conducted, evaluating multiple options to determine the best fit for the ODA. This approach will ensure that ODA's specific requirements will inform any decision made, with aims to enhance ODA's service delivery effectively.

The assessment will be completed by DHS and should not exceed six months from the Civil Grand Jury Report's publication date.

RECOMMENDATION NO. 7.9

When the ME relocates to new quarters, the building should be designed with the purpose of housing the activities of the ODA, with consideration being given to moving those functions from the hospital into the Department of the DME.

RESPONSE

Partially disagree. This recommendation involves two separate considerations. First, any decision about co-locating the activities of the Office of Decedent Affairs (ODA) would have to be made once it is determined whether the DME will be operating in their existing facility (after a seismic retrofit) or in a new facility. That portion of the recommendation cannot be considered until the decision is made about the location of the DME operations.

Second, additional analysis is needed to determine the optimal location for where the ODA functions should reside and will not be implemented at this time. The role of DME (as defined in California Government Code Section 27491) is to investigate sudden unexpected and violent deaths to provide information to prevent premature deaths. The specific cases of which decedents fall under the jurisdiction of DME have been reviewed in previous studies (https://file.lacounty.gov/SDSInter/bos/bc/1007230_ReporttoCEO-FINAL11-17-16.pdf). The recommendation as written would make the DME involved with decedents that do not fall under the jurisdiction of the Medical Examiner. Taking on this additional function would dilute that core function of the DME at a time when DME has been making efforts to regain its accreditation. However, it is also understood that DHS may not be the right fit for the ODA functions either, since the management of indigent and unclaimed deceased individuals, as well as cemetery functions, are rarely performed by a Medical Center.

RECOMMENDATION NO. 7.10

The DME is housed (since 1972) in an antiquated building complex constructed in the 1920's that doesn't meet today's minimal earthquake safety standards. Must relocate to a larger facility.

RESPONSE

Partially disagree. This recommendation is in the process of being implemented. While the Old Administration Building, on the DME's Downtown Los Angeles complex was seismically retrofitted in 2002, the County's Department of Public Works (DPW) is working on pre-design activities to address seismic deficiencies for DME's 1102/1104-A Buildings, which were built in 1972. A preliminary target for Board approval of the seismic repairs is Quarter 1 of 2025.

However, there is also partial disagreement with this recommendation, since compliance with seismic standards should not dictate a requirement to move into a larger facility. Funding is being acquired for conducting a feasibility study that will create the foundation for what the new DME facility will be composed of, be it at the seismically retrofitted version of the current site or a new facility.

RECOMMENDATION NO. 7.11

DME should ensure adequate qualified staffing in the Medical Examiners' three satellite offices to relieve the workload off of HQ. This may facilitate support of the needs a major disaster or a catastrophic earthquake bring.

RESPONSE

Partially disagree. The satellite offices of the DME were established due to the large geographical coverage of DME's jurisdiction. The existence of these satellite offices acknowledges the need, but there is a lack of clarity about what this recommendation means by "adequate qualified staffing" and makes unstated assumptions about what would meet this standard. Ongoing staffing needs will continue to be analyzed as part of the County's annual budgeting process, taking these recommendations into consideration.

RECOMMENDATION NO. 7.12

ODA and DME jointly consult with the publisher of the VertiQ case management software to see if the two agencies could share various common forms and the practical simplicity of output. In addition, the publisher would "detect" the 'path' of processing decedents to see similarities in tracking.

RESPONSE

Disagree. This recommendation will not be implemented since standardizing workflows between the two agencies is not applicable because the core functions differ significantly. Sharing forms and processes could introduce complexities in data management and operational alignment, which may not align with current operational priorities and resource allocation. Focus will instead be placed on optimizing internal processes and leveraging existing resources for each agency.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS; CHIEF EXECUTIVE
OFFICE; DEPARTMENT OF PARKS AND RECREATION; DEPARTMENT OF REGIONAL
PLANNING

2023-2024 CIVIL GRAND JURY RECOMMENDATIONS FOR QUIMBY PARK FEES: RETHINKING PARK FEES AND DEVELOPMENT

SUMMARY

"This report investigates why the City of Los Angeles (City) and the County collect fees for parks from developers and yet continue to be Park Poor (PP) (a term that refers to areas or neighborhoods that have limited access to parks and green spaces). The report also looks at whether the Quimby Act (QA) has been successfully implemented in creating more parks or just more development."⁸

RECOMMENDATION NO. 8.1

The City and the County should review and consider raising Quimby fees to purchase more park land.

RESPONSE

Agree. This recommendation is currently being implemented. The County, through its Department of Parks and Recreation (DPR), is exploring the feasibility of increasing Quimby fees to be in line with current land values from CoStar (based on recent transaction data).

The Quimby Act establishes a standard of dedicating three (3) acres of parkland per 1,000 residents for subdivisions. Quimby fees may be used to acquire land for local park purposes, improve local parkland (including existing local parks), or both acquire and develop local parkland. However, Quimby funds cannot be used for ongoing costs for staff, operations, utilities, and grounds maintenance for the County. Quimby fees that reflect existing land values would generate additional funding to better reflect current costs for park development and parkland acquisition.

Additionally, the County's Department of Regional Planning (DRP) chairs the County Subdivision Committee ("Subdivision Committee"), consisting of five County departments who review all proposed subdivision projects in the unincorporated areas of the County. DPR is also a member of the Subdivision Committee and is responsible for determining the Quimby fees for a proposed subdivision project, which will also support the efforts that implement this recommendation.

⁸ 2023-2024 Los Angeles County Civil Grand Jury Final Report, Quimby Park Fees: Rethinking Park Fees and Development, pp. 177-181.

RECOMMENDATION NO. 8.2

LAC and LA City Park Departments should consider issuing bonds and measures for park acquisition and development like the Land and Water Conservation Funds, which was established in 1964 at no cost to the taxpayer, the Outdoors Equity Program, Los Angeles County Measure A, and the California Parks, Environment, Energy, and Water Bond Measure, to help areas that are park-poor.

RESPONSE

Agree. This recommendation has already been implemented. The County's Department of Parks and Recreation (DPR) is extremely diligent in scouring all funding opportunities from federal, state, and local grant funding programs and has successfully secured millions of dollars from federal, state, and local grant programs to support new park and park amenities development, especially in the highest need communities.

Historically, the County voters approved two local parks funding measures in 1992 and 1996, both called Proposition A. Measure A, placed on the ballot in November 2016 was approved by over 75% of voters and was the first equity-based finance measure in the United States. Measure A funds are derived from an annual special tax on property within the County (<https://rposd.lacounty.gov/assessment-calculators/>). Measure A funds are distributed into seven (7) funding categories and Measure A generates about \$95 million of revenue annually, with dedicated funding for high and very high-need areas, based on the adopted 2016 Parks Needs Assessment (PNA).

Revenue collected from both Proposition A and Measure A provide for:

- improvements to existing park, recreation, and beach facilities;
- acquisition of additional park land and open space;
- construction and development of parks;
- acquisition and development of trails;
- restoration of rivers and streams; and
- graffiti prevention, tree planting, and other park and recreation enhancements.

Additionally, the State of California has various bond-funded grant programs (i.e., Proposition 40, Proposition 84, and Proposition 68) that provide funding for park and open space development, park and open space acquisition, and park enhancements.

RECOMMENDATION NO. 8.3

The City of Los Angeles should consider using the funds available from Quimby and other fees to purchase park space.

RESPONSE

Disagree. This recommendation will not be implemented, as this recommendation applies to the City of Los Angeles, which, as an incorporated city, and is outside of the scope of the jurisdiction of the County of Los Angeles and its Board of Supervisors, Chief Executive Office, Department of Parks and Recreation, and Department of Regional Planning.

RECOMMENDATION NO. 8.4

LAC and LA development should not be approved in areas that are park poor until enough land is acquired in those areas before more development is approved.

RESPONSE

Disagree. This recommendation will not be implemented because it is not legal or reasonable. Efforts are already underway to improve park access in such areas of the County. Not approving any new housing development in park poor areas until enough park land is acquired will further exacerbate the availability of affordable housing in these impacted areas.

There are State laws in effect that prevent the County from reducing the amount of new housing that could potentially be developed in the unincorporated areas of the County or delaying new housing via administrative or other regulatory barriers. If the County is found to violate these State laws, the County could be assessed financial penalties on a per housing unit basis. The County is already responding to critical housing needs through programs and policies to ensure decent, safe, sanitary, and affordable housing for current and future residents, including those with special needs.

However, the County's Department of Parks and Recreation (DPR) works closely with the County's Department of Regional Planning (DRP) to:

- review development proposals and ensure various area plans provide equitable access to open space, parks, and recreation;
- preserve natural, historical, and cultural resources;
- provide recreational opportunities and education on indigenous history;
- provide enhanced parks and recreational programs; and
- improve, expand, and connect trails.

In addition, DPR works with DRP to ensure that housing and mixed-use development projects are in compliance with adopted trail plans.

The Los Angeles County 2035 General Plan provides the policy and planning framework for how and where the unincorporated County will grow through the year 2035. This General Plan contains an Open Space Element, developed by DPR, and also incorporates seven community park plans, developed by DPR, and informed by an extensive community-based planning process.

Additionally, any Quimby fees associated with housing development cannot be collected if new housing development is not approved (as discussed in the Seventh Annual Affordable Housing Outcomes Report:

https://file.lacounty.gov/SDSInter/lac/1147895_09-21-23-BM-SeventhAnnualAffordableHousingProgramsReport_Final.pdf), which would further hinder park development.

RECOMMENDATION NO. 8.5

LAC and LA City should complete a study and target areas that are park-poor to evaluate the reason why these areas are park poor and develop remedies.

RESPONSE

Agree. This recommendation has been implemented and will continue to be implemented in the future. The County, through DPR, has completed studies of target areas that are park poor to evaluate the reasons why they are park poor and develop remedies.

In 2016, DPR completed the Countywide Parks Needs Assessment (PNA), which quantifies the need for parks and recreation resources in the County and estimates the potential cost of meeting that need. Unprecedented in scope and scale, the PNA was based on data that included park acreage, population density, proximity to parks, and condition of parks. These criteria established high and very high need park need areas, identifying for the first time where high and very high need park poor areas exist, based on data. The PNA serves as a guiding document for planning, resource allocation, and development of new parks and park amenities to address the dearth of parks in high need communities.

In 2022, the Parks Needs Assessment Plus (PNA+) expanded upon the work of the 2016 Parks Needs Assessment to regional and rural opportunities, as well as the conservation and restoration of degraded lands. Both the PNA and PNA+ utilized data and community-based engagement processes to identify areas that are park poor and opportunities to restore degraded lands for future parklands and open space habitat areas. It is anticipated that DPR will complete an updated PNA within the next five years.

Additionally, the County's DRP oversaw the development of the 2015 County General Plan, which provides the policy framework and long-range vision for how and where the County's unincorporated areas will grow. The County General Plan includes a Parks and Recreation Element, contributed by DPR, that provides policy direction for the maintenance and expansion of the County's parks and recreation system.

As part of its implementation of the General Plan, DRP is currently preparing several Area Plans that focus on land use and other policy issues within various unincorporated communities of the County. These Area Plans include open space and parkland policies recommended by DPR.

RECOMMENDATION NO. 8.6

LAC and LA City should consider issuing bonds in addition to charging developers Quimby fees to purchase land for park development.

RESPONSE

Agree. This recommendation has already been implemented and will continue to be implemented in the future. The Regional Park and Open Space District, established with the passage of Proposition A by voters in the County, is funded through a tax assessment to support the development of parks, open space, and trails. In 2018, Measure A was passed by voters in the County, and it generates \$90 million annually to support parkland acquisition and development.

Local funding measures, like Measure A, are leveraged by State funding programs (funded by bonds) and federal funding programs. The State of California has put forth several bond measures such as Propositions 40, 84, and 68. These grant programs supported by bonds and tax assessments provide critical funding to support park acquisition and development.

While bonds are not grants and must be paid back with interest over time, bonds can provide funding for land acquisition and capital improvement projects. Bonds and Quimby funds may be used for land acquisition, as well as developing new or rehabilitating existing recreational facilities, but bonds and Quimby funds cannot be used for ongoing costs for staff, operations, utilities, and grounds maintenance for the County of Los Angeles.

RECOMMENDATION NO. 8.7

LAC and LA City should realign land use zoning to increase the available land for parks.

RESPONSE

Disagree. This recommendation will not be implemented because it is not necessary for increasing the available land for parks. The availability of land for parks is not constrained by zoning because parks are already allowed and could potentially be established in all zones within the unincorporated areas of the County. No land use realignment would be required to increase available land for parks.

The County, through DPR uses the standard for the provision of parkland of four (4) acres of local parkland per 1,000 residents of the population in the unincorporated areas of the County and six (6) acres of regional parkland per 1,000 residents of the total population of the County. DPR works closely with the County's DRP to ensure that adopted park, open space, and trails plans are incorporated in development proposals/projects so that zoning is in alignment with these adopted plans.

RECOMMENDATION NO. 8.8

LAC and LA City should consider exploring options to make more timely use of available Quimby funds.

RESPONSE

Agree. This recommendation is already being implemented, on an ongoing basis. Park projects are identified through extensive community engagement processes, and the successful completion of park projects can only be done through the leveraging of various funding sources, including Quimby funds. Quimby funds are not typically enough to be the sole funding source for park projects.

The County, through DPR, will often use Quimby dollars as a required match for other competitive funding grant programs and will align with the grant program timelines, in recognition that there are often insufficient Quimby funds for priority park projects. DPR can secure the necessary funding to complete a new park or new park amenity project by leveraging Quimby funds with other State and local funding sources.

In terms of timing, Quimby fees for proposed subdivision projects are calculated and assessed prior to the public hearing regarding the subdivision's tentative map. However, Quimby fees for proposed subdivision projects are collected prior to the subdivision's final map recordation, which may occur many years later. During the time between the public hearing and final map recordation, the costs for acquiring park land can increase significantly.

More timely use of available Quimby funds could help to minimize the impact of rising costs on land acquisition and on developing new or rehabilitating existing recreational facilities that are eligible for Quimby funding. Quimby funds may be used for land acquisition as well as developing new or rehabilitating existing recreational facilities, but cannot be used for ongoing costs for staff, operations, utilities, and grounds maintenance for the County. In light of these constraints, options for timely use of available Quimby funds will continue to be explored, as they come up.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS; CHIEF EXECUTIVE
OFFICE; DEPARTMENT OF PUBLIC HEALTH; LOS ANGELES COUNTY OFFICE OF
EDUCATION

2023-2024 CIVIL GRAND JURY RECOMMENDATIONS FOR WELLBEING CENTERS: IN LOS ANGELES COUNTY SCHOOLS

SUMMARY

"This report focuses on Wellbeing Centers (WBC) located in high schools in LAUSD (Los Angeles Unified School District) and LACOE (Los Angeles County Office of Education) school districts. The purpose of the Committee's investigation is to determine the initial success of the WBC program and examine who has been accountable for the WBC's budget (during both the initial rollout and ongoing operations). The purpose is also to report on the transparency and appropriateness of the information gathered and review inter-agency monitoring and cooperation."⁹

RECOMMENDATION NO. 10.1

The DPH should evaluate the current system for capturing visits to the WBCs (REDcap) to see if the system is appropriate and can be improved, or if it needs to be replaced.

RESPONSE

Agree. This recommendation has already been implemented. The REDcap system for data collection was developed and piloted in the Fall Semester of 2023. The system is now fully launched and undergoes continuous quality improvement and system enhancements to optimize its utility in program quality assurance and quality improvement efforts.

RECOMMENDATION NO. 10.2

Relevant Data Analysis metrics need to be developed by the Program Director.

RESPONSE

Agree. This recommendation has already been implemented. The Program Director has set goals and metrics for the program, is actively looking at data on whether those goals are being met and will continue to refine and adjust the goals based on programmatic progress.

RECOMMENDATION NO. 10.3

Measures of success or outcomes need to be developed in cooperation with stakeholders, especially with administration of the high schools with WBCs. These measures must be collected and reported from the beginning of the program.

RESPONSE

Agree. This recommendation has already been implemented. The Wellbeing Centers (WBC) data was shared with school and district administrators in the

⁹ 2023-2024 Los Angeles County Civil Grand Jury Final Report, Wellbeing Centers: In Los Angeles County Schools, p. 201.

Winter/Spring Semester of 2024. During those meetings, district and school stakeholders were provided local school/district level data, and collaboratively worked on solutions for program improvements.

During the initial program implementation phase, WBCs focused on intermediate outcomes, from program launch through the establishment of memorandums of understanding with school districts. This included developing close partnerships with district and school administrators to identify locations and set up centers, hiring and training staff, and developing program policies, protocols, and curriculum.

As a result of school closures due to COVID-19, much of the effort was halted. During this past 2023-24 school year, data metrics and data collection systems have been developed to support both qualitative and quantitative data analysis, as well as quality assurance and improvement initiatives. By Spring 2024, initial data was available to begin sharing with stakeholders.

Data and reports will continue to be enhanced to allow for strategic decision making with stakeholders to optimize program outcomes. Additionally, the Los Angeles County Office of Education (LACOE) will continue to make recommendations to schools to work in collaboration with educational interest holders in support of these efforts.

RECOMMENDATION NO. 10.4

The Program Director should develop standards describing accountability for the practices in use for the WBCs in high schools.

RESPONSE

Agree. This recommendation has already been implemented. The Program Director has worked closely with staff to create protocols to guide staff across the different sites. These protocols set a standard for staff to follow and create shared expectations for accountability. The program will continue to improve current protocols and implement new protocols to improve service to students at the Wellbeing Centers (WBCs).

RECOMMENDATION NO. 10.5

The Program, Director should make a survey of programs used to evaluate the effectiveness of the Wellbeing Centers.

RESPONSE

Agree. This recommendation has already been implemented. In the Winter/Spring semester of 2024, the Program Director conducted a survey of principals and liaisons at school sites where the Wellbeing Centers (WBCs) are located to elicit their feedback. This survey will be conducted annually. Additionally, surveys were conducted to gather feedback from students who come to the WBCs, and student leaders who participate in the Peer Health Advocates program. These surveys will also be conducted annually. The program is using the survey data to drive improvement efforts across the program.

RECOMMENDATION NO. 10.6

The Department of Public Health needs to develop a process to consistently distribute Wellbeing Center Reports, and ensure information is shared across all schools that host a Wellbeing Center.

RESPONSE

Agree. This recommendation has been partially implemented and will continue to be implemented in the future. During the Winter/Spring Semester of 2024, the Program Director began the process of distributing school data reports to each principal and school liaison and had meetings with individual school administrators to discuss the data and how to improve the WBCs at the schools. The Program Director will continue this practice and continue to explore additional methods to share WBC reports with school and district administrators.

RECOMMENDATION NO. 10.7

Other Healthcare providers should be considered to provide student related services for any future Wellbeing Centers.

RESPONSE

Partially disagree. The jurisdiction for this recommendation falls with the School Districts. Planned Parenthood Los Angeles is providing free, no-cost clinical and behavioral health services for students at all Wellbeing Center (WBC) sites within their jurisdiction through memorandums of understanding (MOUs) with School Districts, rather than with the County and its Department of Public Health (DPH). Schools/Districts can engage other healthcare providers that are interested in providing free and confidential services for students at WBCs and the County, through its public health department, DPH, can coordinate and collaborate with these providers.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS; CHIEF EXECUTIVE
OFFICE; SHERIFF'S DEPARTMENT

2023-2024 CIVIL GRAND JURY RECOMMENDATIONS FOR DE-ESCALATION: TAKE A BEAT, NOT A BEATING

SUMMARY

"This report concentrates on traffic stops by law enforcement officers and appropriate actions taken once the stop has occurred. The purpose of the Committee's investigation is to shine a light on police officers and deputies in Los Angeles County in their day-to-day duties when patrolling the streets and their involvement in crime-related incidents with its citizens. The Committee's objective is to determine if law enforcement agencies (comprised of Los Angeles Police Department (LAPD), Los Angeles County Sheriff's Department (LASD), and independent policing agencies) are adhering to and abiding by official written procedures and training related to de-escalation techniques."¹⁰

RECOMMENDATION NO. 11.1

LASD has tested a new App relating to traffic stops for drivers. This App is called "SafeStop." A recommendation is made for LASD and LAPD to advertise on their websites this App to enable drivers in the County to add it to their cell phones. The App will assist drivers to have a dialogue with the officers or deputies who initiated the stop, thus alleviate potential adverse situations.

RESPONSE

Agree. The County's LASD's West Hollywood Station launched a partnership with SafeStop in the Fall of 2023. Deputies who were interested in participating on a voluntary basis were supplied with the app, which allows motorists to initiate video contact with law enforcement after having been pulled over, but before deputies approach the vehicle. However, no activations were initiated by the public using the app for the duration of the pilot. Therefore, it is difficult to assess the effectiveness of this app as a tool.

LASD is supportive of further exploring potential use as a voluntary tool for deputies in appropriate circumstances. However, more information is needed to ensure there are no unnecessary delays or safety concerns posed given that current training on safe traffic stops instructs deputies to minimize delays or distractions prior to contacting the occupant(s) inside the vehicle stopped.

In the coming year, LASD will explore extension of the West Hollywood Station pilot program for the purposes of monitoring outcomes and will gather additional information regarding use cases from law enforcement agencies in other jurisdictions regarding implementation. The recommendation requires further analysis as noted above and will be re-evaluated in six months.

¹⁰ 2023-2024 Los Angeles County Civil Grand Jury Final Report, De-Escalation: Take a Beat, Not a Beating, p. 219.

RECOMMENDATION NO. 11.2

LASD and LAPD should provide pamphlets similar to the ones that the Antelope Valley Sheriff's Department offers their citizens which gives guidance on what to do when you are involved in a traffic stop with a deputy sheriff. This pamphlet can be made available at all LASD and LAPD stations. These pamphlets should also be placed at other traffic related locations such as car rental agencies, Automobile Association of America offices, and Insurance Agencies.

RESPONSE

Agree. The County's LASD agrees that this information should be made widely available. In the next quarter, the pamphlet will be posted publicly online, and the link will be posted at Sheriff's Department stations. This method of communication has proven to be a more effective method of disseminating information throughout the large geographic area patrolled by the LASD. It also an opportunity to easily provide the information in multiple languages. The recommendation has been implemented in part, as noted in the recommendation, but will be more fully implemented in approximately six months.

RECOMMENDATION NO. 11.3

Both LAPD and LASD should implement the findings of the Study of traffic stops which was published in the Proceedings of the National Academy of Science in May 2023. "The First 45 Words" specifies what law enforcement should say when they initially make a traffic stop of a driver in the County.

RESPONSE

Agree. This effort is underway. As part of compliance efforts related to the Antelope Valley Settlement Agreement, the County's LASD has rolled out full-day training on constitutional and bias-free policing which encompasses the principles identified in the aforementioned study, including introduction of deputies at the initiation of contact with a civilian, stating the reason for stops or detentions, ensuring that the stop or detention is no longer than necessary to take appropriate action, and acting with courtesy and professionalism in civilian interactions.

Quarterly refresher roll-call trainings on these topics are also being implemented. LASD is also delivering a new training via a group of external trainers, entitled "Why'd You Stop Me." This focuses on deputy-community interactions and communication, including the concepts of procedural justice.

Further, the LASD's Audit and Accountability Bureau has been conducting a series of audits monitoring these efforts on an ongoing basis, which are being used in conjunction with body worn camera review to determine compliance and identify necessary improvements.

Finally, California passed Assembly Bill 2773 (which amends government Code section 12525.5) requiring law enforcement to state the reason for the stop before engaging in any further questioning regarding the stop. The Sheriff's Department employees have received training on this new law. Therefore, this recommendation has been implemented.

RECOMMENDATION NO. 11.4

Direct LASD and LAPD to monitor and explore all new Artificial Intelligence (AI) currently being created to provide improved training, augment their current policies and reporting.

RESPONSE

Agree. The recommendation has been implemented. The County's LASD has already evaluated numerous Artificial Intelligence (AI) tools. The evaluation indicates that the tools are expensive and not effective at this early stage. However, the Sheriff's Department will continue to monitor and explore AI capabilities as they evolve to identify opportunities for improved training, reporting, and policy development. The Sheriff's Department recognizes that such tools may implicate meet and confer issues with labor, if such tools are adopted.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS; CHIEF EXECUTIVE
OFFICE; DISTRICT ATTORNEY'S OFFICE; OFFICE OF INSPECTOR GENERAL;
SHERIFF'S DEPARTMENT

2023-2024 CIVIL GRAND JURY RECOMMENDATIONS FOR LAW ENFORCEMENT USE OF FORCE INVOLVING RACIAL BIAS

SUMMARY

"This report looks at the racial demographics of law enforcement (LE) civilian stops and arrests, District Attorney (DA) and LA City Attorney (CA) prosecutorial endeavors, and the racial makeup of Los Angeles County jails and detention entities. The Committee also investigated the litigation costs breakdown in the County, focusing primarily on the last five years."¹¹

RECOMMENDATION NO. 12.1

The LAPD and the LASD should use training officers who have a more inclusive attitude toward other ethnic minorities and dissuade patrol training officers from passing on outdated and racially bias procedures.

- a. LAPD should source creative strategies and anti-racist curriculum for training officers.
- b. LASD should source creative strategies and anti-racist curriculum for training officers.

RESPONSE

Agree. The recommendation has been implemented or is otherwise in progress. The County's Sheriff's Department is highly diverse. As of July 2024, the demographics of the Sheriff's Department's sworn workforce reflected the following breakdown: 57.7% Hispanic, 7% Black, 5.6% Asian, 1.9% Filipino, 25.9% White, and 1.9% Other. The Sheriff's Department's training program is being updated to ensure it is robust, comprehensive, and addresses 21st Century Policing principles. Bias-free policing training is included in this effort and is ongoing. Additionally, the Office of Inspector General prepares reports that include recommendations regarding addressing racial disparities in policing.

RECOMMENDATION NO. 12.2

All LACY LE agencies and departments should follow California Assembly Bill 748 to the letter of the law. LACY LE oversight authorities should stop allowing LE to do whatever they please when it comes to releasing BWV.

RESPONSE

Agree. This recommendation has been implemented. The County's Sheriff's Department is in compliance with Assembly Bill 748 and meets or exceeds the 45-day guidelines for the release of video in critical incidents. However, the portion of this recommendation related to oversight authorities is outside of the jurisdiction of the Sheriff's Department. Additionally, the Office of Inspector General has

¹¹ 2023-2024 Los Angeles County Civil Grand Jury Final Report, Law Enforcement Use of Force Involving Racial Bias, pp. 237-250.

prepared reports that include identifying the need for systemic reform at the Sheriff's Department and recommendations regarding compliance with the release of records.

RECOMMENDATION NO. 12.3

LACY LE agencies should make a more concerted effort to recruit officers who live in or near the areas they are assigned to patrol. LASD should collect racial data on officers to include for consideration when assigning officer patrol location.

RESPONSE

Agree. This recommendation is being implemented. The County's Sheriff's Department has retained the services of an outside firm to support and augment the recruitment of a diverse and qualified sworn workforce.

The County's Sheriff's Department is highly diverse. As of July 2024, the demographics of the Sheriff's Department's sworn workforce reflected the following breakdown: 57.7% Hispanic, 7% Black, 5.6% Asian, 1.9% Filipino, 25.9% White, and 1.9% Other. The deputies who are assigned to patrol reflect this diversity.

Additionally, the Office of Inspector General prepares reports that include recommendations regarding further addressing racial disparities in policing. Continuous improvement is needed to improve mechanisms for the reform of law enforcement operations, to further ensure compliance with the United States Constitution, the California Constitution, and federal, state, and local laws that were implemented to ensure fair and unbiased policing.

RECOMMENDATION NO. 12.4

LE oversight entities should do their jobs and be outraged at their own failing to hold LE officers and their commanders accountable for continued unwanted missuses of authority and to deprive citizens of fair treatment under the law.

RESPONSE

Agree. The County agrees with the need for accountability. The County's Sheriff's Department is committed to constitutional policing practices, while working towards establishing public safety and building public trust.

This effort includes holding deputies and leadership accountable as the Sheriff's Department ensures that it provides services that are respectful, empathetic, and constitutional. Different oversight entities have different legal authorities and within the scope of the current legal authorities relevant to the Sheriff's Department's oversight bodies, this recommendation has been implemented.

Further, the Office of Inspector General also prepares reports that include recommendations regarding further addressing racial disparities in policing. Continuous improvement is needed to improve mechanisms for the reform of law enforcement operations, to further ensure compliance with the United States Constitution, the California Constitution, and federal, state, and local laws that were implemented to ensure fair and unbiased policing.

RECOMMENDATION NO. 12.5

(No recommendation provided.)

RESPONSE

The County was unable to identify a Recommendation 12.5 in this investigative report and thus, there is no response to Recommendation 12.5.

RECOMMENDATION NO. 12.6

(No recommendation provided.)

RESPONSE

The County was unable to identify a Recommendation 12.6 in this investigative report and thus, there is no response to Recommendation 12.6.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS; CHIEF EXECUTIVE
OFFICE; DEPARTMENT OF PUBLIC WORKS; INTERNAL SERVICES DEPARTMENT

2023-2024 CIVIL GRAND JURY RECOMMENDATIONS FOR EV CHARGING IN LA COUNTY: THE "SHOCKING" STORY

SUMMARY

"This report identifies and puts forth recommendations to assist in EV (Electric Vehicle) drivers' experiences when charging their vehicle throughout Los Angeles, including methods and practices to handle most problems found at County-owned EVCS (Electric Vehicle Charging Stations) parking facilities. This report addresses these problems and offers practical and workable solutions that could be modeled everywhere."¹²

RECOMMENDATION NO. 13.1a

Increase the number of EV Charging Stations at all large parking facilities that currently have less than ten percent of their total parking spaces set up as EV charging stations.

RESPONSE

Agree. This recommendation has not yet been implemented but will be implemented in the future. The County, through the coordination of its Department Public Works (DPW) and its Internal Services Department (ISD) will work to increase the number of EV charging stations to 10 percent of the total parking spaces by 2027.

ISD has been working with all County departments to install EVCSs (Electric Vehicle Charging Stations) to meet County Fleet, employee, and visitor charging demands, including replacing over 300 old stations on various networks to streamline the user experience. Recent focus has been on Justice40 communities as this has been the priority of local utilities, State, and federal funding. The pace of installations is dependent on numerous factors, including available County and grant/incentive funding, as well as the availability of equipment, which has been impacted ever since the COVID-19 pandemic.

RECOMMENDATION NO. 13.1b

Request that funding from the BOS for the EV Charging Infrastructure be tripled to six million dollars annually at LAC controlled parking facilities.

RESPONSE

Partially disagree. This recommendation requires further analysis, as part of the annual County budget process. The County and its Internal Services Department (ISD) agree with the need for increased investments to meet established goals and targets in this funding area. However, there are many needs and priorities that must be considered during the annual County budget process.

¹² 2023-2024 Los Angeles County Civil Grand Jury Final Report, EV Charging in LA County: The "Shocking" Story, pp. 258-259.

When investigating the request for funds for EV charging stations in parking facilities under the control of the County during the next budget cycle, there will also be an exploration of any funds that can also be leveraged with federal/State/utility grant or incentive dollars. For example, in the budget for FY 2024-25, the adopted County budget for EV infrastructure was increased to \$3.8 million and is expected to leverage approximately \$8 million in utility incentives, as well as several more million in grant funding.

RECOMMENDATION NO. 13.2

At the entrance of each large parking facility, install the following signage: “Follow green line to EV Charging Stations”, as well as install a green line from each entrance of the parking facilities to charging stations as seen in the (example) photo below:



(Example provided by Committee member)

RESPONSE

Agree. This recommendation has not yet been implemented but will be implemented in the future. Currently, signage is posted at various locations when entering garages, along with the signage at the EV stations themselves. Signage will be reviewed for visibility and wayfinding to help guide customers to EV charging stations. Current signage will be supplemented with additional signage and wayfinding measures, as appropriate. Applicable signage standards will be followed for all EV charging stations that are installed by 2027.

RECOMMENDATION NO. 13.3

Install an EV-Only sign and paint the ground “EV-Charging Only” at each charging station.

RESPONSE

Disagree. This recommendation will not be implemented. The County, through its Internal Services Department (ISD) works closely with host Departments on signage. Some departments choose to have some parking spots with EV charging stations to be EV-optional. Many County parking facilities are parking space constrained, and the host department may choose to only dedicate some of the parking spots to be EV-only while some others could be EV-optional. The mix of EV-optional to EV-only parking spots will change over time as demand for EV-only parking spots increases.

This is especially true at sites where ISD purposefully installs more charging stations than immediate demand for charging stations would warrant. This is done to anticipate future demand and recognize that the cost to add additional infrastructure later on can be non-linear, as most of the cost can lie in the undergrounding and electrical switchgear.

As such, many large County parking facilities with EV infrastructure are initially designed to accommodate EV-optional parking with the anticipated change to EV-only in the future when the demand for EV-only spots warrants that transition. In the meantime, applicable signage standards will be followed for all EV charging stations that are installed by 2027.

RECOMMENDATION NO. 13.4

Train parking personnel to regularly monitor EV Charging Stations and report broken or missing signs and missing or problematic QR codes to ISD management.

RESPONSE

Agree. This recommendation has been implemented and will continue to be implemented in the future. The County, through its Internal Services Department (ISD), works with facility managers to address signage or QR code issues, as well as matters of maintenance. ISD has also established an email address (evsupport@isd.lacounty.gov) where ISD staff can be contacted about the resolution of maintenance issues, as a supplement to the PowerFlex support phone and email contacts to ensure timely responses to issues that arise. There are also plans to provide staff training on regular monitoring of EV charging stations, as well as educational materials for employees and the public on how to use these charging stations.

RECOMMENDATION NO. 13.5

Refresh EV-Only ground signs when they are difficult to read.

RESPONSE

Agree. This recommendation has been implemented and will continue to be implemented in the future. The County, through its Internal Services Department (ISD) and its Department of Public Works (DPW), works to refresh such EV-Only ground signs when they become difficult to read. This includes routine evaluation of signage, striping, and ground stencils to maintain visibility. When these elements become difficult to see, they are updated and/or refreshed.

RECOMMENDATION NO. 13.6

Enforcement policy of EV Only laws need to be done on a case-by-case basis. Train parking personnel to recognize that if no EVCS are available, we recommend a paper warning sign be placed under the windshield wiper of the gas-powered vehicle stating that their vehicle is in violation of the EV Charging statutes. If an EV is not connected to charging Station, then a similar notice should be placed under the windshield wiper of the EV not charging. *See Appendix 2 and 3 full page layout.*

RESPONSE

Agree. This recommendation will continue to be implemented in the future. The County, through its Internal Services Department (ISD) and Department of Public Works (DPW), currently provides for parking citations in the enforcement of parking management. Parking personnel are trained to recognize violations and follow protocols to issue warnings accordingly, whether for gas-powered vehicles or EVs not connected to charging stations. Ongoing review of the procedures for EV charging enforcement will be done to ensure that the procedures are updated, as needed, for staff issuing citations to address appropriate parking and use at EV stations.

RECOMMENDATION NO. 13.7

It is recommended that after paper warning has been placed on a specific vehicle for violation of the EV statute, the next offense should be enforced with a \$100 ticket or that their car be towed or that a boot be placed on the vehicle tire.

RESPONSE

Partially disagree. The County's protocol involves issuing warnings for initial violations, in accordance with established procedures. However, the County will review current enforcement levels for consideration of any changes to further compel compliance with existing parking policies.

RECOMMENDATION NO. 13.8

ISD management to train parking personnel on parking enforcement protocols.

RESPONSE

Agree. This recommendation has already been implemented. The County's Internal Services Department (ISD) already train their staff on parking enforcement protocols. ISD will monitor warnings issued to vehicles to improve the escalation process, ensuring a more effective review of infractions, including those that may be from repeat offenders. Ongoing review of the procedures for EV charging enforcement will be done to ensure that the procedures are updated, as needed, for staff issuing citations to address appropriate parking and use at EV stations.

RECOMMENDATION NO. 13.9a

It is recommended that a Wi-Fi extender (strengthens Wi-Fi signal) be placed in areas where repeated Wi-Fi issues occur. The optimal solution is to install a Wi-Fi booster or repeater to increase Wi-Fi strength to those areas with poor reception.

RESPONSE

Disagree. This recommendation will not be implemented, since the PowerFlex system hardware does not operate over Wi-Fi. The PowerFlex user app is designed to initiate a charge session even if the user's cell phone does not have cellular service or Wi-Fi while the user is in the parking facility. Once the user walks outside the parking facility and can re-establish a connection to a cellular or Wi-Fi network, the app will allow the charge session to continue.

RECOMMENDATION NO. 13.9b

It is recommended that the EV-Optional signs be placed in areas of the weakest Wi-Fi signal for those parking facilities that have reversible signs reading EV-Optional on one side and the 4-hour limit with the violation codes on the other side.

RESPONSE

Disagree. This recommendation will not be implemented, since the PowerFlex system hardware does not operate over Wi-Fi. The PowerFlex user app is designed to initiate a charge session even if the user's cell phone does not have cellular service or Wi-Fi while the user is in the parking facility. Once the user walks outside the parking facility and can re-establish a connection to a cellular or Wi-Fi network, the app will allow the charge session to continue.

RECOMMENDATION NO. 13.9c

ISD to examine the feasibility placing Wi-Fi booster or repeater in areas with poor reception.

RESPONSE

Disagree. This recommendation will not be implemented, since the PowerFlex system hardware does not operate over Wi-Fi. The PowerFlex user app is designed to initiate a charge session even if the user's cell phone does not have cellular service or Wi-Fi while the user is in the parking facility. Once the user walks outside the parking facility and can re-establish a connection to a cellular or Wi-Fi network, the app will allow the charge session to continue.

RECOMMENDATION NO. 13.10

It is recommended that when a charging project is slated to begin that data be collected and recorded on an excel spread sheet. The following information would facilitate incremental improvements to the installation process:

- Actual start date of EV charger project at (address of location).
- Actual completion date of installation of charging stations.
- Actual date the charging stations come online and are available for charging.
- Actual date when wall signs are installed.
- Actual date when ground signs are installed.

RESPONSE

Agree. This recommendation has already been implemented. The County, through its Internal Services Department (ISD), currently tracks relevant dates for project management of new EVSE (Electric Vehicle Supply Equipment)/EVCS (Electric Vehicle Charging Station) installations. Additionally, the County's Department of Public Works (DPW) is planning to implement an inventory system by 2027 that will include tracking the actual start date, completion date of installation, availability for charging, and installation dates of wall and ground signs at each location.

RECOMMENDATION NO. 13.11

It is recommended that a contract be established with at least one to three reliable repair contractors so that an independent service provider can respond to a problem if PowerFlex is not able to respond within 48 hours.

RESPONSE

Agree. This recommendation is being implemented. The County, through its Internal Services Department (ISD), is in the process of setting up a contract with such Electric Vehicle Charging Station (EVCS) maintenance contractors. Additionally, a contract with PowerFlex is already in place and if PowerFlex is unable to respond within 48 hours, County departments coordinate on the repairs to the PowerFlex-enabled equipment.

RECOMMENDATION NO. 13.12

It is recommended that all DC fast chargers in publicly accessed parking facilities be removed and replaced Level 2 chargers. The DC Fast Chargers should be used primarily for emergency response electric vehicles, police electric vehicles, public transportation electric vehicles and the LAC Sheriff's electric vehicles.

RESPONSE

Partially disagree. This recommendation has been partially implemented. The County's Department of Public Works (DPW) only utilizes Level 2 chargers in publicly accessed parking facilities and does not have any DC fast chargers, though DPW does not have any vehicles that are primarily used for emergency response.

However, the County partially disagrees with the recommendation because there are different use cases for employees and consumers that warrant a possible mix of technological solutions. As such, the inventory of EV chargers will continue to be re-evaluated, to make any necessary updates to best meet current demand.

RECOMMENDATION NO. 13.13

Education is needed for the EV owner to understand how to use the EVCSs. A QR code could be created for EV owners to provide them with the education that they need to make their EV driving and charging experience seamless and enjoyable.

RESPONSE

Agree. Consumer education is needed, and this information is currently provided by the County's Internal Services Department (ISD) through the PowerFlex user guide/video(s), signage (as appropriate to each location), and onsite outreach. ISD has hosted several community events to increase awareness, showcase various EV models, and teach users how to use the app and charging stations. Additionally, the County's Department of Public Works (DPW) is in the process of providing a QR Code at EV charging stations, by 2027, to help direct consumers to a website with relevant educational content.

RECOMMENDATION NO. 13.14a

At 145 N. Broadway Los Angeles (Parking Lot 10), the Committee recommends that either the wall and ground signs be removed, or additional chargers be installed to replace the ones that have been removed.

RESPONSE

Agree. This recommendation has already been implemented. The County, through its Internal Services Department (ISD), has removed the EV signs as of July 22, 2024. The ground signs were removed by the end of July 2024.

RECOMMENDATION NO. 13.14b

At 11705 Alameda St. in Lynwood. Either install EV Chargers where the signs are or remove the signs.

RESPONSE

Agree. This recommendation has already been implemented. The County, through its Internal Services Department (ISD), has installed "EV Charging Inside" signs at the parking booth as of July 19, 2024. The existing EV signs are for EV vehicle (preferential) parking, not EV charging.

RECOMMENDATION NO. 13.14c

At 8300 S. Vermont, Los Angeles. Install an additional 10-20 EVCS.

RESPONSE

Agree. This recommendation has already been implemented. The County, through its Internal Services Department (ISD), installed 20 new PowerFlex chargers to replace a broken EVConnect network, which was fully commissioned in January 2024.

RECOMMENDATION NO. 13.15

ISD and DPW work together to include EVCS when new or upgraded parking facilities are being planned.

RESPONSE

Agree. This recommendation has already been implemented. The County's Internal Services Department (ISD) and Department of Public Works (DPW) worked together on the deployment of EV infrastructure at new parking facilities. EVSE (Electric Vehicle Supply Equipment) installation is a code requirement for new parking facilities. ISD and DPW are working together to install chargers in parking lots to achieve compliance with County of Los Angeles Building Code Sections R401.4.1 through R401.4.4 (IRC N1101.15.1 through IRC N1101.15.3).

RECOMMENDATION NO. 13.16

Training of parking facilities managers by ISD is recommended. This training would include: Things to watch for like broken or damaged signs, peeling QR codes on EV Chargers, EVs parked at charging stations but not charging their vehicle, gas vehicles parked in EV Charging spots. All problems should be reported to parking management who in turn report to ISD management.

RESPONSE

Agree. This recommendation is currently being implemented. The County's Internal Services Department (ISD) has already shared a preventive maintenance checklist for County departments and their facility staff. ISD has conducted onsite training of facility staff and has established an email address (evsupport@isd.lacounty.gov) for the intake of maintenance issues, such as the ones mentioned in this recommendation. As part of these implementation efforts, ISD will internally clarify roles and responsibilities for oversight, as needed.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS; CHIEF EXECUTIVE
OFFICE; DEPARTMENT OF ARTS AND CULTURE

2023-2024 CIVIL GRAND JURY RECOMMENDATIONS FOR ARTISTS AND CIVIC PLACEMAKING: CREATIVE STRATEGISTS SUPPORTING NON- ARTS GOVERNMENT FUNCTIONS

SUMMARY

"This report focuses on Creative Strategists, artists engaged in a process to support non-arts government functions. This report found that the Creative Strategist program is investing in process-based solutions, legacy frameworks, and forward-looking placemaking projects related to non-arts government functions. The research of this report found a lack of funding, programming staff, and resource infrastructure. The report advocates for a more robust Creative Strategist program as part of cross-sector initiatives and the Countywide Cultural Policy (CCP)."¹³

RECOMMENDATION NO. 14.1 (a)

BOS direct CEO to find funding to meet the staffing needs of the DA&C.

RESPONSE

Partially disagree. This request for funding would need to go through the County's annual budgeting process. Departmental budget requests are prepared and submitted for consideration to the Chief Executive Office (CEO) annually. Pursuant to California Government Code Section 29040, each budget submission should include a base budget and an official budget request reflecting critical and unmet needs. The Recommended Budget is the first step in the County's multi-part budget process, which includes Public Hearings in May; deliberations leading to Board of Supervisors (BOS) approval of the Adopted Budget in June; and the Supplemental Budget culminating with BOS approval of the Final Adopted Budget in the fall.

For context, the Department of Arts and Culture's (DA&C) budget has increased by \$3.858M and 13.0 positions in the three fiscal years (FY) from FY 2020-21 through FY 2023-24, as seen in the following chart:

<u>Fiscal Year</u>	<u>Final Adopted Budget</u>	<u>Budgeted Positions</u>
FY 2020-21	\$15,233,000	39.0
FY 2023-24	\$19,091,000	52.0

¹³ 2023-2024 Los Angeles County Civil Grand Jury Final Report, Artists and Civic Placemaking: Creative Strategists Supporting Non-Arts Government Functions, pp. 307-343.

Additionally, the following are the Net County Cost (NCC) amounts and positions approved for DA&C, from FY 2021-22 through FY 2023-24:

<u>Fiscal Year</u>	<u>NCC</u>	<u>Positions</u>
FY 2021-22	\$1,771,000	3.0
FY 2022-23	\$1,494,000	9.0
FY 2023-24	\$593,000	1.0

Any new requests can be revisited during the County's annual budgeting process and considered along with requests from other departments and Board priorities.

RECOMMENDATION NO. 14.1 (b)

DA&C should report to BOS and CEO with staffing requirements; with special consideration towards creating foundational program infrastructure and accounting for future opportunities for the Department.

RESPONSE

Agree. This recommendation has been implemented by the County's Department of Arts and Culture (DA&C) through the Countywide Cultural Policy Strategic Plan (https://www.lacountyarts.org/sites/default/files/documents/pdfs/cultural-policy-strategic-plan_7-1-f.pdf).

RECOMMENDATION NO. 14.3

DA&C should use sole source contracts to rehire those Creative Strategists with incomplete and easily revived projects.

RESPONSE

Partially disagree. In general, the County's preference is for open competitive solicitations for contracting, rather than sole source contracts. Per Board Policy No. 5100, County Departments are to solicit the maximum number of bids/proposals for a service from the largest relevant market and select contractors on a competitive basis. This is done to ensure equity in the consideration of potential contractors that the County does business with (including business owners who are minorities, women, and/or disabled veterans), while also seeking the best price for the services the County contracts for. The County continues to analyze the potential of designing certain solicitations in a way that smaller community-based organizations (CBOs), businesses, and nonprofits can access contract opportunities. However, DA&C has implemented this finding on a small scale, limited basis for single projects when funding was available.

RECOMMENDATION NO. 14.4 (a)

BOS should direct CEO to find funding for unaddressed Strategies outlined in the Countywide Cultural Policy Strategic Plan.

RESPONSE

Partially disagree. This request for funding would need to go through the County's annual budgeting process, as described in the response to Recommendation 14.1 (a). The County has previously undertaken efforts to find funding for implementing key strategies in the Countywide Cultural Policy Strategic Plan, including increased funding for the Organizational Grant Program (OGP), in support of Strategy 1 (Expand Grants to Organizations Serving Diverse Communities) (<https://file.lacounty.gov/SDSInter/bos/supdocs/172226.pdf>).

RECOMMENDATION NO. 14.4 (b)

BOS should direct CEO to find remaining funding for partially-funded Strategies outlined in the Countywide Cultural Policy Strategic Plan.

RESPONSE

Partially disagree. This request for funding would need to go through the County's annual budgeting process, as described in the response to Recommendation 14.1 (a). The County has previously undertaken efforts to find funding for implementing key strategies in the Countywide Cultural Policy Strategic Plan, including increased funding for the Organizational Grant Program (OGP), in support of Strategy 1 (Expand Grants to Organizations Serving Diverse Communities) (<https://file.lacounty.gov/SDSInter/bos/supdocs/172226.pdf>).

RECOMMENDATION NO. 14.4 (c)

BOS should direct all Department Heads to engage DA&C to incorporate Countywide Cultural Policy goals, such as, but not limited to, allocating resources to engage Creative Strategists and other programs.

RESPONSE

Partially disagree. The County's Department of Arts and Culture (DA&C) continues to implement this finding through the Countywide Cultural Policy, with existing funding and staffing resources. Annual reporting on the progress of County Departments and agencies in incorporating the arts in Countywide plans, initiatives and projects for the purposes of greater cultural inclusion and belonging, as outlined in the Countywide Cultural Policy, is already underway (<https://file.lacounty.gov/SDSInter/bos/supdocs/157546.pdf>). Departments may also submit requests for funding through the County's annual budgeting process, as described in the response to Recommendation 14.1 (a).

RECOMMENDATION NO. 14.5 (a)

BOS should direct all Department Heads to explore incorporating Cultural Policy goals, and especially a Creative Strategist, into their operations or service models. Internal surveys, open calls and program evaluations can help make this determination for allocating departmental resources to engage DA&C programming.

RESPONSE

Partially disagree. The County's Department of Arts and Culture (DA&C) continues to implement this finding through the Countywide Cultural Policy, with existing funding and staffing resources. Annual reporting on the progress of County Departments and agencies in incorporating the arts in Countywide plans, initiatives and projects for the purposes of greater cultural inclusion and belonging, as outlined in the Countywide Cultural Policy, is already underway (<https://file.lacounty.gov/SDSInter/bos/supdocs/157546.pdf>). However, the County departments may also submit a request for funding (including funding to meet staffing needs) through the County's annual budgeting process (as previously described in the response to Recommendation 14.1 (a)), as part of this exploration into where this incorporation would make sense in their specific operations and service models.

RECOMMENDATION NO. 14.5 (b)

BOS should direct all Department Heads to engage with DA&C for guidance, recommendations, and development during this exploratory period. BOS direct CEO and DA&C to designate anticipated staffing and funding needs to properly interface with other departments regarding the Countywide Cultural Policy.

RESPONSE

Partially disagree. The County's Department of Arts and Culture (DA&C) continues to implement this finding through the Countywide Cultural Policy, with existing funding and staffing resources. Annual reporting on the progress of County Departments and agencies in incorporating the arts in Countywide plans, initiatives and projects for the purposes of greater cultural inclusion and belonging, as outlined in the Countywide Cultural Policy, is already underway (<https://file.lacounty.gov/SDSInter/bos/supdocs/157546.pdf>). The County's Department of Arts and Culture (DA&C) has provided the anticipated funding and staffing needs in Strategy 14 (Administer the Countywide Cultural Policy) of the Countywide Cultural Policy Strategic Plan. County departments may also submit a request for such funding through the County's annual budgeting process (as previously described in the response to Recommendation 14.1 (a)).

RECOMMENDATION NO. 14.5 (c)

DA&C should create necessary infrastructure (program availability, educational materials, vendor lists, resource lists, individualized compliance blueprints and inter-departmental relations person). We recognize this recommendation cannot be implemented unless DA&C received additional staff positions.

RESPONSE

Agree. However, creation of the necessary infrastructure mentioned (i.e., program availability, educational materials, vendor lists, individualized compliance blueprints, and inter-departmental relations person) will require additional funding, the request for which would need to go through the County's annual budgeting process, as described in the response to Recommendation 14.1 (a).

RECOMMENDATION NO. 14.6

DA&C should expand preparatory period timelines from six to twelve months, given the project's scope. Build in clause to allow for additional time if necessary, recognizing that Creative Strategists should be engaged for a minimum of two years.

RESPONSE

Agree. Contracts with Creative Strategists and host departments have already included clauses to allow for such additional time, if necessary. Strategy 15 (Place Creative Strategists in Residence in County Departments to Address Social Challenges) of the Countywide Cultural Policy Strategic Plan details the staffing and funding needs for this recommendation. However, any request for such funding would need to go through the County's annual budgeting process, as previously described in the response to Recommendation 14.1 (a).

RECOMMENDATION NO. 14.7 (a)

BOS should direct CEO to find funding to meet the staffing needs for DA&C's cross-sector work to enable the necessary infrastructure to be set in place.

RESPONSE

Partially disagree. This request for funding would need to go through the County's annual budgeting process, as described in the response to Recommendation 14.1 (a).

RECOMMENDATION NO. 14.7 (b)

DA&C report to BOS and CEO with staffing requirements to fully-support the cross-sector division; ensure special consideration regarding potential opportunities for future expansion.

RESPONSE

Agree. This recommendation has been implemented by the County's Department of Arts and Culture (DA&C) through the Countywide Cultural Policy Strategic Plan (https://www.lacountyarts.org/sites/default/files/documents/pdfs/cultural-policy-strategic-plan_7-1-f.pdf). DA&C also updates the BOS quarterly on the Creative Strategist Program as a whole. Any requests for the funding to fulfill these staffing requirements would need to go through the County's annual budgeting process, as described in the response to Recommendation 14.1 (a).

RECOMMENDATION NO. 14.7 (c)

BOS and CEO should refer to Strategy 15 in DA&C's 2022 Countywide Cultural Strategic Plan for funding and staffing considerations.

RESPONSE

Agree. Strategy 15 (Place Creative Strategists in Residence in County Departments to Address Social Challenges) in the Countywide Cultural Strategic Plan sets forth the resource needs for one-time and ongoing costs for implementation. However, any request for such funding would need to go through the County's annual budgeting process, as previously described in the response to Recommendation 14.1 (a).

RECOMMENDATION NO. 14.8

BOS should direct CEO to find funding to adopt DA&C's Strategic Plan Strategy 15.

RESPONSE

Partially disagree. While Strategy 15 (Place Creative Strategists in Residence in County Departments to Address Social Challenges) in the Countywide Cultural Strategic Plan sets forth the resource needs for one-time and ongoing costs for implementation, any request for such funding would need to go through the County's annual budgeting process, as previously described in the response to Recommendation 14.1 (a).

RECOMMENDATION NO. 14.9 (a)

BOS and CEO assist departments in reallocating funding and resources to engage a Creative Strategist in their priority projects. Direct departments to find outside sources, if necessary, with consultation with DA&C.

RESPONSE

Partially disagree. Exploration of this reallocation of funding would need to go through the County's annual budgeting process, as described in the response to Recommendation 14.1 (a) if County Departments are interested in engaging a Creative Strategist in their priority projects. The exploration of outside (non-County) sources of funding can be done on an ongoing basis, whenever County Departments decide to engage a Creative Strategist in one or more of their priority projects.

RECOMMENDATION NO. 14.9 (b)

BOS direct all departments to allocate resources to use the Creative Strategist program as intended.

RESPONSE

Partially disagree. This resource allocation request would need to go through the County's annual budgeting process, as described in the response to Recommendation 14.1 (a).

RECOMMENDATION NO. 14.10 (a)

Our Committee understands that fully funding the Strategic Plan and/or the Creative Strategist program cannot happen overnight. In the interim, BOS direct CEO to find funding to rehire via sole source contract process Creative Strategists identified by DA&C whose projects would benefit from expansion into all five districts.

RESPONSE

Partially disagree. In general, the County's preference is for open competitive solicitations for contracting, rather than sole source contracts, as previously described in the response to Recommendation 14.3. Additionally, this request for funding would need to go through the County's annual budgeting process, as described in the response to Recommendation 14.1 (a).

RECOMMENDATION NO. 14.10 (b)

Our Committee understands that fully funding the Strategic Plan and/or the Creative Strategist program cannot happen overnight. In the interim, DA&C should review the completed Creative Strategist residencies and assess which projects could be re-implemented.

RESPONSE

Agree. However, this recommendation cannot be implemented without additional funding and any request for such funding would need to go through the County's annual budgeting process, as described in the response to Recommendation 14.1 (a).

RECOMMENDATION NO. 14.11

BOS should direct CEO to find funding for a non-arts funding grant writer staff position. Much of the Countywide Cultural Policy situates DA&C in the role of arts facilitator or cultural programming administrator, not as a creative entity itself.

Although, through our many inquiries, our Committee would argue for an unofficial classification based on the ingenuity and artistic approach current staff use to problem solve.

RESPONSE

Partially disagree. Finding the funding for such staffing is done through the County's annual budgeting process, as described in the response to Recommendation 14.1 (a).

RECOMMENDATION NO. 14.12

BOS and DA&C should direct Los Angeles County Arts Commission (LACAC) to assemble a working group to explore potential outside financial opportunities; fundraising, fund-matching, grant partners etc...

Commissioners can utilize their professional experience working in the County's creative economy to guide the Department towards guaranteed sources.

RESPONSE

Partially disagree. The County's Department of Arts and Culture (DA&C) does not have authority to direct LACAC to create a workgroup to explore potential outside funding opportunities. However, the BOS can direct LACAC to investigate such alternative funding sources through the assembly of such a working group, which DA&C can request and provide support to. In the interim, the Civil Grand Jury report was shared with the LACAC, for the Commissioners to review, should they independently decide to assemble such a working group, before receiving such direction.

RECOMMENDATION NO. 14.13

BOS should direct CEO to find funding for cross-sector continuity staffing position.

RESPONSE

Partially disagree. Finding the funding for such staffing is done through the County's annual budgeting process, as described in the response to Recommendation 14.1 (a).

RECOMMENDATION NO. 14.14

DA&C and LACAC should explore expanding relationships with major studio entertainment foundations and explore cross-sector collaboration.

RESPONSE

Agree. The exploration of expanding such relationships and collaboration will occur, as such opportunities arise.

RECOMMENDATION NO. 14.15 (a)

DA&C should build out a paid 'item menu' of specialized services (ex. Cross-sector local jurisdictional exchange); including but not limited to expansion of impact and grant-matching.

RESPONSE

Agree. This recommendation is already being implemented and will continuously be implemented in both the Creative Strategist program and other cross-sector initiatives and programs where County's Department of Arts and Culture (DA&C) is partnering with other County departments. This includes the Arts Education and Youth Development Division programs where DA&C is developing partnerships, leveraging public and private funds (including non-arts funding sources), contracting with community-based organizations, and delivering arts for youth with the County departments and Offices, including Probation, Child and Family Services, Office of Child Protection, Mental Health, Parks, and other County partners.

DA&C will explore re-communicating its current opportunities and services to fellow County departments whenever staffing resources are available via the Cultural Policy. If there are any staffing needs, a request for funding may be submitted through the County's annual budget process.

RECOMMENDATION NO. 14.15 (b)

DA&C should direct LACAC to investigate alternative funding sources (Galas, benefits, bond measures, percentage tax allocations).

RESPONSE

Partially disagree. The County's Department of Arts and Culture (DA&C) does not have the authority to direct LACAC to investigate alternative funding sources. However, the BOS can direct LACAC to investigate such alternative funding sources, which DA&C can request and provide support to. In the interim, the Civil Grand Jury report was shared with the LACAC, for the Commissioners to review, should they independently decide to investigate such funding sources, before receiving such direction.

RECOMMENDATION NO. 14.16

Regarding DA&C's need for an entrepreneurial pivot, BOS should direct all departments to consult with DA&C to evaluate whether a Creative Strategist shall be utilized or engaged for any and all proposed third-party consulting contracts.

Adding an artist would provide grassroots, people-focused engagement as a compliment to the top-down, analytical lens of a FUSE Fellow's report recommendations. Their pairing would directly support the Cultural Policy's robust vision for the future of County governance.

RESPONSE

Partially disagree. Adding a Creative Strategist could be beneficial and complement some FUSE fellowships. However, it is unclear whether tying this requirement to every third-party consulting contract (or every FUSE fellowship) is the most effective or efficient way to expand the Creative Strategist program and its impact. Further analysis of the specific contracts where such an evaluation (of Creative Strategist engagement) could be beneficial would be needed. There may be situations when this sort of engagement could be useful in a consulting contract,

but applying such an evaluation to “any and all” consulting contracts may not be the best approach and would likely result in a devastating bottleneck in the County’s contracting process. As written, this recommendation will not be implemented since it is not reasonable at this time, but Creative Strategist engagement can potentially be explored during a future County budget cycle.

RESPONSE TO THE CIVIL GRAND JURY FINAL REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS; CHIEF EXECUTIVE
OFFICE; DEPARTMENT OF PUBLIC WORKS; FIRE DEPARTMENT; INTERNAL
SERVICES DEPARTMENT; MEDICAL EXAMINER

2023-2024 CIVIL GRAND JURY RECOMMENDATIONS FOR EARTHQUAKE SAFETY READINESS: HOW TO SURVIVE THE BIG 'ONE'!

SUMMARY

"This report focuses on earthquake preparedness. The Committee found many useful studies, projects, and maps that explain what is already known about earthquakes and how some steps have already been taken towards mitigating their impact, especially in the area of retrofitting of buildings. This report ends with recommendations so that agencies and cities can be better prepared for earthquakes than they are today."¹⁴

RECOMMENDATION NO. 15.1

County should draft an ordinance for retrofitting soft-story first floor buildings.

RESPONSE

Partially disagree. This recommendation requires further analysis for implementation. In 2022, the County adopted an ordinance with provisions for voluntary seismic improvements to wood-frame residential buildings with soft stories. Currently, the County, through its Department of Public Works (DPW), is performing an inventory analysis for soft-story structures (specifically, all wood-framed multi-unit residential soft-story buildings in the unincorporated areas of the County of Los Angeles, under County of Los Angeles jurisdiction), which is targeting completion in January 2026.

The results of the inventory analysis will be used to guide public policy on mandating retrofit for soft-story buildings in the unincorporated areas of the County. DPW will provide the Board of Supervisors (BOS) with analysis and policy recommendations, and the BOS will consider how best to proceed, in terms of the drafting and implementation of such an ordinance. Additionally, it should be noted that all references in the findings of this investigative report to the term "non-ductile cement" should be updated to the term "non-ductile concrete."

RECOMMENDATION NO. 15.2

County should extend the proposed non-ductile retro-fit to buildings of every height, not just those over 75 feet.

RESPONSE

Partially disagree. Extending the ordinance to all buildings will require further analysis and may have significant financial impacts to the County and its residents. An inventory analysis of all non-ductile concrete buildings in the County's unincorporated jurisdiction would be needed. The results of the inventory analysis

¹⁴ 2023-2024 Los Angeles County Civil Grand Jury Final Report, Earthquake Safety Readiness: How to Survive the Big 'One'!, p. 358.

could then be used to guide public policy on extending the non-ductile concrete building retrofit ordinance to buildings of every height in the unincorporated areas of the County.

The timeframe required to produce such an inventory analysis, determine the economic impact of extending the proposed mandatory retrofit ordinance to all non-ductile concrete buildings, and develop economic incentives for building owners will exceed 6 months. Additionally, it should be noted that all references in the findings of this investigative report to the term "non-ductile cement" should be updated to the term "non-ductile concrete."

In the County, high-rise non-ductile concrete buildings over 75 feet in height pose a greater risk, so the County is already addressing these first. It is anticipated that an ordinance related to this matter will be submitted for approval by the BOS by the end of the year (2024). The County is also developing a multi-year seismic retrofit program to address all multi-story County-owned non-ductile concrete buildings, even those below 75 feet.

RECOMMENDATION NO. 15.3

LAC PW should complete design phase for earthquake safety retrofit for Hall of Administration.

RESPONSE

Partially disagree. This recommendation has not yet been implemented but will be implemented in the future. The design phase is underway and is currently at 90 percent of the Construction Documents.

RECOMMENDATION NO. 15.4

Once the design phase for the earthquake safety/seismic retrofit is complete for the Hall of Administration LAC PW should develop a project schedule.

RESPONSE

Partially disagree. This recommendation has not yet been implemented but will be implemented in the future. A project management team has already been hired to facilitate the design process, and a project schedule is in development.

RECOMMENDATION NO. 15.5

Once the design phase for the Hall of Administration is complete LAC PW should obtain a cost estimate.

RESPONSE

Agree. This recommendation has been implemented. A preliminary cost estimate was developed by the Construction Manager At-Risk (CMAR). The CMAR was selected, and the BOS approved the pre-construction services contract in July 2022. The CMAR has been assisting DPW and the project design team in developing cost estimates throughout the design phase.

RECOMMENDATION NO. 15.6

Once the cost estimate is complete LAC PW should develop a Request for Proposal (RFP) to gain detailed cost estimates. Once the RFP is complete LAC CEO should solicit bids for Hall of Administration retrofit project and chose winning bidder.

RESPONSE

Partially disagree. This recommendation has not yet been implemented but will be implemented in the future. The CMAR has been assisting DPW and the project design team in developing detailed cost estimates. The BOS approved the CMAR contract for pre-construction services in July 2022, and the construction contract will go the BOS for approval once the design is complete and the final guaranteed maximum price has been developed by the CMAR.

RECOMMENDATION NO. 15.7

LAC CEO should develop and earthquake recovery/resilience plan.

RESPONSE

Agree. This recommendation has been implemented. The County has two plans, a Concept of Operations and Earthquake Annex that address earthquake recovery and resilience. The Los Angeles County Operational Area Emergency Response Plan addresses multi-hazards that could occur in the County and specifies steps to address short- and long-term recovery. The Earthquake Annex that sought input from community groups, local jurisdictions, private sector, and all levels of government addresses earthquake assumptions, response, and recovery operations. The Concept of Operations Plan addresses immediate actions to be taken immediately following an earthquake by government officials, monitoring, responding, and recovering from the earthquake.

Los Angeles County Operational Area Recovery Framework discusses organization, coordination with State and Federal partners, information collection, analysis, communication, and transition to long term recovery. It addresses the restoration of essential services in the County.

The County of Los Angeles All-Hazards Mitigation Plan addresses an earthquake identification profile that addresses the major fault lines in the County and the magnitude range for each of those faults. It takes account of the seismic hazard impact on land areas, and it identifies the seismic hazard impact on vulnerable populations, which assists in decision making in restoring lifelines in a community. This plan also engages various levels of government and community partners through community meetings.

Each of these plans have elements of restoring, rebuilding, repairing damages, and reestablishing services to the community, all important elements of recovery.

RECOMMENDATION NO. 15.12

The Medical Examiner should make/update their emergency plans to include no ground access to the Antelope Valley (Lancaster, Palmdale). Where will autopsies and exams be done? Where will mutual aid volunteers from other medical examiners work, eat, park their vehicles? How can people work without water or electricity?

RESPONSE

Agree. This recommendation is in the process of being implemented. A senior disaster service analyst has been requested in the current (FY 2024-2025) budget and this analyst will be the coordinator for emergency response, including the planning and development of the Continuity of Operations Plan (COOP), Building Emergency Plan (BEP), Department Operation Center (DOC) activation protocols, and the development of a Countywide Mass Fatality Plan (MFP).

The plans require the design, coordination, and sustaining of remote refrigerated storage of decedents and remote storage of decedent property, alternate options for medical examinations, toxicological testing, and transportation of decedents. They will address generator capabilities, establishing mobile options (including mobile sleeping quarters and base camps), Disaster Mortuary Operational Response Teams (DMORT) operations, Coroner/Medical Examiner Mutual Aid, and coordination of assistance through the department emergency operations center. DMORT was activated during the recent Maui fires, an example of a situation where coordination could be improved with the presence of a senior disaster service analyst.

RECOMMENDATION NO. 15.13

The County should buy enough radio or satellite phones so that each agency and city referenced in the Responses section has at least two phones. ISD should track who the phones are assigned to, provide video or written training for how to use the phones, and ask that the agency or city use them in their annual ShakeOut Drill as well as report their success/failure to ISD each year.

RESPONSE

Partially disagree. This recommendation is in the process of being implemented. The County's Internal Services Department (ISD) has provided emergency radio equipment and training resources to other County departments and has also supported the distribution of an additional 188 radios to various incorporated cities within the County.

The ISD Radio Systems shop is responsible for the programming and banding of all County Wireless Integrated Radio System (CWIRS) radios issued to the County departments. In addition, ISD provides radio maintenance, standard operating procedures (SOP), and training support for these departments. Each department has a designated Department Emergency Coordinator (DEC) that is responsible for the tracking, general upkeep, and testing of their department issued CWIRS radios.

The 188 CWIRS radios that were issued to incorporated cities were issued to city emergency operations centers (EOCs), city emergency coordinators, and Disaster Management Area Coordinators (DMACs). At least two radio units were provided per entity and each city's EOC and/or DMAC is responsible for the tracking, general

upkeep, and testing of the CWIRS radios they were issued. Whenever requested, ISD provides support for these 188 radios and multiple DMACs conduct testing monthly with their jurisdictional cities.

Additional analysis would be necessary to understand long-term cost share, authority, and practical implementation of providing satellite phones to all County departments and incorporated cities. This could be done as part of the annual budget process for the County.

RECOMMENDATION NO. 15.15

If there is a lot of damage to buildings, more building inspectors would be needed. Plan for how temporary inspectors will be obtained and how they will be assigned, keeping in mind that businesses in the medical field should be inspected first, followed by those who were enrolled in the Back to Business program.

RESPONSE

Agree. This recommendation has been implemented. In the event of a major disaster, the County's CEO - Office of Emergency Management (CEO-OEM) will activate County of Los Angeles Department of Public Works' (DPW) County Building Evaluation Team (CBET) to conduct safety evaluations of County owned and leased buildings. Acute care hospitals and skilled nursing facilities will be inspected by the California Department of Health Care Access and Information (HCAI). Inspections of private commercial and residential buildings will be conducted by local building officials, including DPW for the unincorporated areas of the County of Los Angeles. If local jurisdictions and agencies do not have enough building inspectors, Safety Assessment Program (SAP) certified evaluators may be requested through the County to the California Office of Emergency Services.

RECOMMENDATION NO. 15.16

All Fire Departments within the county should grow their CERT training so that one out every 2,000 residents in their jurisdiction is trained each year. Repeat this level of training for at least three years. Attempt to conduct 30% of the training in languages other than English. Add "refresher" classes for those who were previously trained. (When responding, please indicate the languages that would be included.) By August 1st each year, report the number of trainees and the language in which they were trained during the previous 12 months to the County's Chief Sustainability Office (in the Department of the County CEO). The Department of Sustainability should include this information in their annual reports.

RESPONSE

Agree. The Consolidated Fire Protection District of Los Angeles County (Fire District) has partially implemented this recommendation, but it will not be implementing the portions that are non-jurisdictional to the Fire District.

The Fire District is a dependent special district and one of 29 fire departments within the County of Los Angeles. The Fire District provides fire protection and life safety services to 60 contract cities and all unincorporated areas of the County, including the City of La Habra (located in Orange County). The Fire District serves a population of 4 million residents across 2,311 square miles.

The Fire District was an early adopter of the Community Emergency Response Team (CERT) training program and has been training residents and communities for two decades. The Fire District currently offers a minimum of two CERT training programs in each of its nine field divisions each fiscal year, training over 700 residents annually.

Beginning in FY 22-23, the Fire District expanded CERT class offerings to the Department's Explorers (youth 15-20 years of age), and beginning in FY 23-24, to the Junior Lifeguards (youth 9-17 years of age). The Fire District offers CERT classes in English and Spanish and will be teaching its inaugural Mandarin CERT class in October of 2024. CERT classes are offered in-person and via the hybrid model.

- FY 22-23: 27 CERT Classes | 720 residents trained.
25 English and 2 Spanish classes.
- FY 23-24: 26 CERT Classes | 750 residents trained.
24 English and 2 Spanish classes.
- FY 24-25: 26 CERT Classes (est.) | 800 residents trained (est.).
23 English, 2 Spanish, and 1 Mandarin class.

Beginning in calendar year 2025, the Fire District will expand CERT refresher courses and drills beyond Division 5 (Lancaster and Palmdale) to include additional opportunities for CERT participants in all field divisions. The Fire District's goal is to expand the availability of CERT trainings as funding becomes available and they can reestablish the Public Education Unit.

In addition to CERT, the Fire District will be offering the Listos ("Ready") program in our communities beginning in FY 25-26. Listos is a public education program that helps people, families, and communities prepare for emergencies and disasters. The program's goal is to provide vulnerable populations with information about disaster readiness and preparedness skills. Listos uses a culturally and linguistically appropriate teaching style and partners with trusted organizations in the target community. The program's curriculum is tailored to the specific needs of the communities being served.

By August 1st of each year, the Fire District will provide the County's Chief Sustainability Office the number of trainees and the language in which they were trained for the prior 12 months.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	9/4/2024	
BOARD MEETING DATE	9/24/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Defender	
SUBJECT	Seven-year lease renewal for 8,106 square feet of office space and 29 on-site parking spaces at 3655 Torrance Boulevard, Suite 200, Torrance, CA 90503	
PROGRAM	Direct Service	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$1,571,000 for initial term. If the one 2-year option to extend is exercised, cost will be \$2,095,000 for a total of 9 years.	Funding source: The rental costs will be funded 100 percent by net County cost (NCC) that is already included in Public Defender's existing budget.
	TERMS (if applicable): The proposed lease will have an estimated maximum first year base rental cost is \$210,000, but with a two-month rent abatement of \$35,000, will equal \$175,000 for the first year. The landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.	
	Explanation: Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to Public Defender. PD has sufficient funding in its Fiscal Year 2024-25 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of office space for Public Defender.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since December 1989. The current lease will expire January 9, 2025. The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the new term and rent will commence on January 10, 2025 once the current lease expires. The facility adequately meets the office space needs of PD.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

September 24, 2024

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:

**SEVEN-YEAR LEASE
PUBLIC DEFENDER
3655 TORRANCE BOULEVARD, TORRANCE
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed seven-year lease to renew an existing lease to provide the Public Defender (PD) continued use of 8,106 square feet of office space and 29 on-site parking spaces.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Omnis Network, LLC (Landlord), for approximately 8,106 square feet of office space and 29 on-site parking spaces located at 3655 Torrance Boulevard, Torrance (Premises) to be occupied by the PD. The estimated maximum first year base rental cost is \$210,000, but with a two-month rent abatement of \$35,000, will equal \$175,000. The estimated total proposed lease cost is \$1,571,000 over the seven-year term. The rental costs will be funded 100 percent by net County cost (NCC) that is already included in the PD's existing budget. The PD will not be requesting additional NCC for this action.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising early termination rights and the option to extend the term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The PD has occupied the Premises since December 1989. The PD defends the liberty interests of indigent clients, to protect their rights and to advocate for clients to access resources to be productive members of the community. The PD is mandated to provide legal representation to those who cannot afford it by the Federal and State constitutions and California Penal Code Section 987.2. The PD office provides felony and misdemeanor representation to individuals who qualify for PD representation for cases heard in the Torrance Courthouse.

The Premises houses approximately 36 employees using 36 workstations, who provide direct legal services and counsel to indigent persons summoned for court proceedings at the Torrance Courthouse. Due to the direct service and confidential nature of work, there are no immediate plans for extensive teleworking or hoteling at the current location. Employees at this location must be onsite or walk to the Torrance Courthouse to provide services to clients, family members, witnesses, and others from the public.

There is no available space at the Torrance Courthouse. The Premises is close to local public transportation routes including the Torrance Transit Center. The PD has requested that the existing lease be renewed so that it may continue to occupy the Premises, provide uninterrupted services to the existing community, and remain near to the Torrance Courthouse.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 3 – *“Realize Tomorrow’s Government Today”* – The increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed lease is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions, and Key Objective No. 3 – Optimize Real Estate Portfolio.

The proposed lease supports the above goal and objective by maximizing the effectiveness of County service by having a presence in the community in which it serves. The PD is committed to working with its justice partners to divert the County’s most

vulnerable populations from the criminal legal system and reduce barriers to community re-entry.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost of \$210,000, and with a two-month rent abatement of \$35,000, will equal \$175,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire term is \$1,571,000. If the option to extend the term for an additional two years is exercised, the cost of the option term is \$524,000, for an estimated total lease cost of \$2,095,000 over the nine-year term as shown in Enclosure B-1. The proposed lease costs will be funded 100 percent by NCC that is already included in the PD's existing budget. The PD will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to the PD. The PD has sufficient funding in its Fiscal Year 2024-25 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for the PD.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed lease also contains the following provisions:

- Upon commencement of the proposed lease, the annual rental rate will increase from \$23.66 per square foot, per year to \$25.80 per square foot, per year. Base rent is subject to annual increases based on fixed annual increases of 3 percent.
- The Landlord has agreed to two months of rent abatement.
- The Landlord, at its sole cost and expense, shall provide paint and carpet throughout to refresh the leased premises.
- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The 29 on-site parking spaces are included at no additional cost.
- A comparison of the existing lease and the proposed lease is shown in Enclosure B-2.

- A seven-year initial term with an option to extend the lease for an additional two years with nine months' prior written notice, subject to a 3 percent increase. If all options are exercised, the total term of the proposed lease would be nine years.
- The County has the right to terminate the proposed lease early any time after the fifth year, with 180 days' prior written notice to the Landlord.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will increase by the regular 3 percent annual increase of the base rent.
- The current lease will expire January 9, 2025. The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the new term and rent will commence on January 10, 2025, once the current lease expires.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27 and \$36 per square foot, per year. The base annual rental rate of \$25.80 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

In addition, co-working office space is not programmatically practical due to the confidential nature of the program.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Torrance has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will continue to provide a suitable location for the program, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office space and parking for this County requirement. PD concurs with the proposed lease and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
JLC:HD:ANR:OM:gb

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Public Defender

**PUBLIC DEFENDER
3655 TORRANCE BOULEVARD, TORRANCE**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ²			X
C	Does this lease centralize business support functions? ²			X
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 29 employees, it is 279.5 sq.ft per person due to program's ancillary space which includes conference rooms and a copier room.		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² Parking ratio is 3.57/1,000 based on 29 parking spaces available		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>			
A	Is it a substantial net County cost (NCC) program?	X		
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Enclosure C?	X		
G	Was build-to-suit or capital project considered? ² The proposed building is a multi-tenanted building and County already occupies the facility.		X	
3.	<u>Portfolio Management</u>			
A	Did department use CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?	X		
D	Why was this program not co-located with other County departments?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. <u>X</u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease? ²	X		
F	Has growth projection been considered in space request?			X
G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As adopted by the Board of Supervisors 11/17/98				
² If not, why not?				

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS
3655 TORRANCE BOULEVARD, TORRANCE
Public Defender

Basic Lease Assumptions

Leased Area (sq.ft.)	8,106	
	Monthly	Annual
Rent (per sq. ft.) ⁽¹⁾	\$2.15	\$25.80
Rent Amount (\$)	\$17,427.90	\$209,134.80
Term (Month/Years)	84 mos.	7 yrs.
Annual Rent Adjustment	3%	

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	Total 7 Year Rental Costs
Annual Base Rent Costs ⁽¹⁾	\$210,000	\$216,000	\$222,000	\$229,000	\$236,000	\$243,000	\$250,000	\$1,606,000
Rent Abatement ⁽²⁾	(35,000)							(\$35,000)
Total Annual Lease Costs	\$175,000	\$216,000	\$222,000	\$229,000	\$236,000	\$243,000	\$250,000	\$1,571,000

Option Rent	1st Year	2nd Year	Total 2 year Rental Costs
Annual Base Rent ⁽³⁾	\$258,000	\$266,000	\$524,000
Total Paid to Landlord with Option Rent	\$258,000	\$266,000	\$524,000

Est. Aggregate cost of 9 yr Term: **\$2,095,000**

Footnotes

⁽¹⁾ Base Rent is subject to fixed three percent (3%) adjustments per annum.

⁽²⁾ Tenant shall receive full Rent Abatement during months 1 and 2 of the initial term.

⁽³⁾ Base rent during option period is subject to annual increases capped at 3%.

***Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.**

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE

	Existing Lease: 3655 Torrance Blvd.	Proposed Lease: 3655 Torrance Blvd.	Change
Area (Square Feet)	8,106 sq.ft.	8,106 sq.ft.	None
Term (years)	Eight years	Seven years plus one two-year option to renew	Seven years plus one two-year option to renew
Annual Base Rent (Base rent includes 29 parking spaces)	\$192,000	\$210,000	+\$18,000
Rent Abatement	None	2 months	2 months
Total Annual Lease Costs payable to Landlord	\$192,000	\$175,000 ⁽¹⁾	-\$17,000
Rental rate adjustment	Annual CPI adjustments capped at 3 percent	Fixed adjustments at 3 percent.	Fixed adjustments at 3 percent.

⁽¹⁾ Includes two months rent abatement in the first year.

**PUBLIC DEFENDER
SPACE SEARCH – 1 MILE RADIUS FROM 3655 TORRANCE BLVD**

LACO	FACILITY NAME	ADDRESS	SQAURE GROSS	FEET NET	OWNERSHIP	SQ. FT. AVAILABLE
A655	PUB DEFENDER-TORRANCE BRANCH OFFICES	3655 TORRANCE BL., TORRANCE 90503	8106	4968	LEASED	NONE
A655	ALT PD -TORRANCE BRANCH OFFICES	3655 TORRANCE BL. TORRANCE 90503	3763	3650	LEASED	NONE
T825	TORRANCE COURT-STEPHEN E O'NEIL JURY ASSEMBLY	825 MAPLE AVE, TORRANCE 90503-5058	2874	2874	OWNED	NONE
5177	TORRANCE COURTHOUSE	825 MAPLE AVE, TORRANCE 90503-5058	126145	93674	OWNED	NONE
5043	TORRANCE COURTHOUSE-ANNEX	3221 TORRANCE BLVD, TORRANCE 90503	15126	12831	OWNED	NONE
T019	TORRANCE COURTHOUSE-TRAFFIC DIVISION	3221 TORRANCE BLVD, TORRANCE 90503	2891	2891	OWNED	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease amendment: Lease for the Department of Public Defender – 3655 Torrance Boulevard, Suite 200, Torrance – Fourth Supervisorial District.

- A. Establish Service Function Category –** Regional and local public service function.
- B. Determination of the Service Area –** The proposed lease will provide a seven-year lease for the Public Defender in the City of Torrance and surrounding areas which belong to the Southwest Judicial District of Los Angeles.
- C. Apply Location Selection Criteria to Service Area Data**
- Need for proximity to service area and population: The office provides convenient accessibility of services to clients in the South Bay region.
 - Need for proximity to existing County facilities: Close to several other County departments including the Courthouse, Board of Supervisors, Department of Children and Family Services, and Alternate Public Defender.
 - Need for proximity to Los Angeles Civic Center: N/A
 - Economic Development Potential: N/A
 - Proximity to public transportation: The location is adequately served by local transit services, including the Torrance Transit Center.
 - Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
 - Use of historic buildings: N/A
 - Availability and compatibility of existing buildings: Located within a long-standing commercial office building near the Torrance Courthouse.
 - Compatibility with local land use plans: The City of Torrance has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
 - Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the 7-year initial term, is \$1,571,000. If the option to extend is exercised for an additional two years, the cost of the option term is \$524,000, for an estimated total lease cost of \$2,095,000 over the nine-year term.

D. Analyze results and identify location alternatives

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27 and \$36 per square foot, per year. The base annual rental rate of \$25.80 per square foot, per year for the proposed lease represents a rate that is below the market range for the area.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

The proposed lease will provide adequate and efficient office space for 36 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

OMNIS NETWORK, LLC – Landlord

3655 TORRANCE BOULEVARD

SUITE 200

TORRANCE, CALIFORNIA

TABLE OF CONTENTS

	Page
1. BASIC LEASE INFORMATION.....	1
1.1 Terms.....	1
1.2 Exhibits to Lease.....	3
2. PREMISES.....	3
2.1 Lease of Premises.....	3
2.2 Measurement of Premises.....	3
3. COMMON AREAS.....	4
4. COMMENCEMENT AND EXPIRATION DATES.....	4
4.1 Term.....	4
4.2 Intentionally Omitted.....	4
4.3 Intentionally Omitted.....	4
4.4 Early Termination.....	4
4.5 Lease Expiration Notice.....	4
5. RENT.....	4
5.1 Base Rent.....	4
5.2 Rent Abatement.....	5
5.3 Base Rent Adjustments.....	5
5.4 Method of Payment and Required Information.....	5
6. USES.....	5
7. HOLDOVER.....	6
8. COMPLIANCE WITH LAW.....	6
9. DAMAGE OR DESTRUCTION.....	6
9.1 Damage.....	6
9.2 Tenant Termination Right.....	6
9.3 Damage In Last Year.....	7
9.4 Default By Landlord.....	7
10. REPAIRS AND MAINTENANCE.....	7
10.1 Landlord Representations.....	7
10.2 Landlord Obligations.....	9
10.3 Tenant Obligations.....	10
10.4 Tenant's Right to Repair.....	10
11. SERVICES AND UTILITIES.....	11
11.1 Services.....	11
11.2 Utilities.....	12
12. TAXES.....	12
13. LANDLORD ACCESS.....	13
14. TENANT DEFAULT.....	13
14.1 Default.....	13
14.2 Termination.....	13
14.3 No Effect on Indemnity.....	13
15. LANDLORD DEFAULT.....	13
15.1 Remedies.....	13
15.2 Waiver.....	14
15.3 Emergency.....	14
16. ASSIGNMENT AND SUBLETTING.....	14
16.1 Assignment and Subletting.....	14
16.2 Sale.....	15

17.	ALTERATIONS AND ADDITIONS	15
	17.1 Landlord Consent.....	15
	17.2 End of Term	16
18.	CONDEMNATION	16
	18.1 Controlling Terms	16
	18.2 Total Taking	16
	18.3 Partial Taking	16
	18.4 Restoration.....	17
	18.5 Award.....	17
	18.6 Waiver of Statute.....	17
19.	INDEMNIFICATION	17
	19.1 Landlord's Indemnity	17
	19.2 Tenant's Indemnity	17
20.	INSURANCE	17
	20.1 Waiver.....	18
	20.2 General Insurance Provisions – Landlord Requirements	18
	20.3 Insurance Coverage Types And Limits	21
	20.4 Landlord Requirements	21
21.	PARKING	22
	21.1 Tenant's Rights	22
	21.2 Remedies.....	22
22.	ENVIRONMENTAL MATTERS	22
	22.1 Hazardous Materials.....	22
	22.2 Landlord Indemnity.....	23
23.	ESTOPPEL CERTIFICATES	23
24.	TENANT IMPROVEMENTS.....	23
25.	LIENS	24
26.	SUBORDINATION AND MORTGAGES.....	24
	26.1 Subordination and Non-Disturbance	24
	26.2 Existing Deeds of Trust	24
	26.3 Notice of Default.....	24
27.	SURRENDER OF POSSESSION	24
28.	SIGNAGE	24
29.	QUIET ENJOYMENT	25
30.	GENERAL	25
	30.1 Headings.....	25
	30.2 Successors and Assigns	25
	30.3 Brokers.....	25
	30.4 Entire Agreement	25
	30.5 Severability.....	26
	30.6 Notices	26
	30.7 Governing Law and Venue	26
	30.8 Waivers.....	26
	30.9 Time of Essence	26
	30.10 Consent.....	26
	30.11 Community Business Enterprises	26
	30.12 Memorandum of Lease.....	27
	30.13 Counterparts; Electronic Signatures	27
31.	AUTHORITY	27
32.	ACKNOWLEDGEMENT BY LANDLORD.....	28
	32.1 Consideration of GAIN Program Participants	28

32.2	Solicitation of Consideration	28
32.3	Landlord Assignment.....	28
32.4	Smoking in County Facilities.....	30
33.	IRREVOCABLE OFFER	30
34.	OPTION TO EXTEND.....	30

EXHIBITS

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 2024 between OMNIS NETWORK, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

(a) Landlord's Address for Notices:	Omnis Network, LLC 3655 Torrance Blvd, Suite 180 Torrance, CA 90503 Email: 3655@omnis.com
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division
(c) Premises:	Approximately 8,106 rentable square feet, designated as Suite 200, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 3655 Torrance Boulevard, Torrance, California, which is currently assessed by the County Assessor as APN 7524-015-099 (collectively, the "Property");

(e) Term:	Seven (7) years, commencement shall be the later of: 1) approval of this Lease by the Board of Supervisors and full execution of this Lease by both parties or 2) January 10, 2025 (the "Commencement Date") and terminating at midnight on the day before the eighth annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	January 10, 2025
(g) Irrevocable Offer Expiration Date: (see Section 33)	January 10, 2025
(h) Base Rent:	\$2.15 per rentable square foot per month (i.e., \$17,427.90 per month or \$209,134.80 per year)
(i) Early Termination (see Section 4.4)	Any time after the 60th month of the Term following Commencement Date, by giving Landlord not less than one hundred and eighty (180) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.
(j) Rentable Square Feet in the Premises:	8,106 rentable square feet
(k) Initial Departmental Use:	General office use, subject to Section 6.
(l) Parking Spaces:	29 unreserved spaces
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays

(n) Asbestos Report:	A report dated September 13, 2023, prepared by Benchmark Environmental Engineering, a licensed California Asbestos contractor.
(o) Seismic Report	A report dated November 7, 2023, prepared by 4 S.T.E.L Engineering.
(p) Disabled Access Survey	A report dated October 10, 2023, prepared by SSA.

1.2 <u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease
------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2. PREMISES

2.1 Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

2.2 Measurement of Premises

Tenant shall have the right at any time during the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 accomplished by the mutual execution of an amendment to this Lease. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The term of this Lease shall be for a period of seven (7) years and shall commence the later of: 1) approval of the lease by the Board of Supervisors and full execution of the Lease by both parties or 2) January 10, 2025 and ending eighty-four (84) months thereafter.

4.2 Intentionally Omitted

4.3 Intentionally Omitted

4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than one hundred and eighty (180) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.5 Lease Expiration Notice

No later than twelve (12) months, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information.

Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Rent Abatement

The months 1-2 of the Lease Term shall be abated.

5.3 Base Rent Adjustments

On the first (1st) anniversary of the Commencement Date and every anniversary thereafter (each an "Adjustment Date"), the Base Rent shall be increased by an amount equal to three percent (3%) of the Base Rent for the immediately preceding 12-month period.

5.4 Method of Payment and Required Information

The Tenant may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due under this Lease. Landlord further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subject to Section 5.1, the Landlord shall provide the A-C with electronic banking and related information for the Landlord and/or any other payee that the Landlord designates to receive payment pursuant to this Lease. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon the Commencement Date or at any time during the duration of the Lease, a Landlord may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee with monthly Base Rent increased by three percent (3%) as provided in Section 5.3, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, shall make certain agreed upon upgrades to the Building which are applicable to statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), Said improvements shall include renovation of two (2) bathrooms within the Building. Furthermore, Landlord shall provide new parking restriping as upgrades to the Building for compliance purposes. Said improvements must be completed over the course of the Term. All other conditions shall remain consistent with Tenant's previous lease except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty

(180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, as determined by Tenant in its reasonable discretion, then Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
 - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;

- ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:
[Check the appropriate box]

Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of

the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

- (d) Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1.

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
 - vi. Landlord will provide to Tenant an American with Disabilities Act (ADA) report(s), asbestos report(s), and any available seismic report(s) for the Building, including structural plans, at Landlord's sole cost and expense. Tenant will not finalize the Lease without Tenant's review and approval of these reports. Landlord at its sole cost and expense shall provide certain identified required changes to the Building identified by the Reports conducted by Landlord's vendors for Code of Americans with Disabilities (ADA), asbestos and seismic requirements & recommendations resulting from those "Reports" (Base Building Work).

- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
 - i. the floor covering (if such floor covering is carpeting it shall be replaced as needed);
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
 - viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such

notice, but in any event not later than five (5) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

11. **SERVICES AND UTILITIES**

11.1 Services

(a) Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during the Building's Hours of Operations which are 8 am to 6 pm Monday through Friday in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto If Tenant desires additional HVAC being run to the server rooms that will be at their sole cost and expense.

Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(b) Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(c) Water

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards.

(d) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(e) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense.

(f) Pest Control

Landlord at its sole cost and expense shall provide any and all pest control services to the Premises per the specifications set forth in Exhibit D attached hereto.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written

notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice only for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

14. TENANT DEFAULT

14.1 Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within five (5) days after the

giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

16. **ASSIGNMENT AND SUBLETTING**

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises with Landlord's prior written consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide thirty (30) days prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
 - i. Name and address of new owner or other party to whom Base Rent should be paid
 - ii. Federal tax ID number for new owner
 - iii. Name of contact person and contact information (including phone number) for new owner
 - iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

17. **ALTERATIONS AND ADDITIONS**

17.1 Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all laws;

- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

17.2 End of Term

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. INDEMNIFICATION

19.1 Landlord's Indemnity

The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises.

20. INSURANCE

During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

20.2 General Insurance Provisions – Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office - Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(d) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may withhold payments due to Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(h) Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(i) Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

(j) Application of Excess Liability Coverage

Landlord may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

(k) Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

(l) Tenant Review and Approval of Insurance Requirements

The Tenant reserves the right to review and adjust the Required Insurance provisions, conditioned upon Tenant's determination of changes in risk exposures.

20.3 Insurance Coverage Types And Limits

(a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

20.4 Landlord Requirements

During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

(a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

(b) Commercial Property Insurance. Such insurance shall:

i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.

ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of exclusive reserved parking spaces and unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided times the number 1.5, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity,

phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

Landlord, at its sole cost and expense, shall provide Tenant with "building standard" new paint and carpet throughout the leased Premises. All materials and finished shall be "building standard. Tenant will notify Landlord the timeframe for these Tenant Improvements.

25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

26.2 Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within 30 days after the execution of this Lease.

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per suite of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances.

29. QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

30. GENERAL

30.1 Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

30.2 Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

30.3 Brokers

Landlord warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this letter or the transaction contemplated by this letter:

Colliers ("Landlord's broker")

Tenant warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this letter or the transaction contemplated by this letter:

CRESA ("Tenant's broker")

Landlord and Tenant shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with the aforementioned representations. Landlord shall pay any commissions or fees that are payable to Landlord's broker and Tenant's broker with respect to this Lease in accordance with the provisions of a separate commission contract.

30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. AUTHORITY

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the

County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

32.3 Landlord Assignment

(a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed 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 nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever

in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

34. OPTION TO EXTEND

(a) Option Terms. Provided that no material Default has occurred and is continuing

under the Lease at the time the option is exercised, Tenant shall have one (1) option to renew this Lease for an additional period of twenty-four (24) months each (the "Extension Term").

- (b) Exercise of Option. Tenant must exercise its options to extend this Lease by giving Landlord written notice of its election to do so no later than nine (9) months prior to the end of the initial Term. If Tenant fails to give such written notice to Landlord, Landlord will promptly provide written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its respective renewal option, and Tenant shall be granted an additional period of ten (10) business days after receipt of such written notice from Landlord, in which to give Landlord its written notice of its election to exercise such renewal option or election not to exercise such renewal option. Failure by Landlord to provide ten (10) business day written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its respective renewal option or Tenant's failure to notify Landlord of its election to exercise such renewal option, after receipt of the ten (10) business day notice, and without any further notice, act, or agreement, this Lease will terminate as of the then-applicable expiration date, and neither Landlord nor Tenant will have any further obligation or liability under this Lease arising or continuing from and after such expiration date, subject, however, to the provisions that expressly survive termination of this Lease.
- (c) Terms and Conditions of Extension Terms. The Extension Terms shall be on all the terms and conditions of this Lease, including Rent stated in (d) below [except that Landlord shall have no additional obligation for free rent, leasehold improvements or for any other tenant inducements for the Extension Terms]. In no event shall Landlord be responsible for payment of any brokerage fees or commissions to any broker or finder retained by Tenant or representing Tenant.
- (d) Base Rent During Extension Term(s). Tenant shall pay Base Rent during the Extension Term as follows:

January 1, 2032 to December 31, 2032 to be \$21,434.23

January 1, 2033 to December 31, 2033 to be \$22,077.14

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

OMNIS NETWORK, LLC,
a California limited liability company

By: gary chon
Name: gary chon
Its: member / manager

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: Roberto Saldaña
Senior Deputy

EXHIBIT A
FLOOR PLAN OF PREMISES

EXHIBIT B

**COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20__, between County of Los Angeles, a body corporate and politic ("Tenant"), and _____, a _____ ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at _____ ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1. Tenant is already occupying the Premises upon the execution of this Lease. ("Possession Date");
- 2. Tenant has accepted possession of the Premises and now occupies the same;
- 3. The Lease commenced on _____ ("Commencement Date");
- 4. The Premises contain _____ rentable square feet of space; and

[For clarification and the purpose of calculating future rental rate adjustments:

- 1. Base Rent per month is _____.
- 2. The Base Index month is _____.
- 3. The Base Index is _____.
- 4. The first New Index month is _____.]

IN WITNESS WHEREOF, this memorandum is executed this _____ day of _____, 20__.

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

OMNIS NETWORK, LLC,
a California limited liability company

By: _____
Name _____
Its _____

By: _____
Name _____
Its _____

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Drinking fountains cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.

B. WEEKLY

14. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
15. Window sills, ledges and wood paneling and molding dusted.

C. MONTHLY

16. Floors washed and waxed in uncarpeted office area.
17. High-reach areas, door frames and tops of partitions dusted.
18. Upholstered furniture vacuumed, plastic and leather furniture wiped
19. Picture moldings and frames dusted.
20. Wall vents and ceiling vents vacuumed.

21. Carpet professionally spot cleaned as required to remove stains.
22. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

23. Light fixtures cleaned and dusted, but not less frequently than quarterly.
24. Wood furniture polished.
25. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
26. HVAC units serviced for preventative maintenance purposes, all filters changed.

E. SEMI-ANNUALLY

27. Windows washed as required inside and outside but not less frequently than twice annually.
28. All painted wall and door surfaces washed and stains removed.
29. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

30. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
31. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
32. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

33. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
34. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
35. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

36. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:
- i. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
 - ii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
 - iii. clean light traffic areas a minimum of once per year.

Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

38. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6.C. of this Exhibit E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

39. All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

EXHIBIT E

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

)
)
County of Los Angeles)
Chief Executive Office)
Real Estate Division)
320 W. Temple Street, 7th Floor)
Los Angeles, California 90012) **Space above for Recorder's Use**

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

**NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF
LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 20__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

- A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.
- B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").
- C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").
- D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: _____

To Borrower: _____

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

BORROWER: [*Insert name of Landlord*]

By: _____
Name: _____
Title: _____

LENDER: [*Insert name of Lender*],

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

Attn: _____

Re: Date of Certificate: _____
Lease Dated: _____
Current Landlord: _____
Located at: _____
Premises: _____
Commencement Date of Term: _____
Expiration Date: _____
Current Rent: _____

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1. Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

(b) The current Rent is set forth above.

(c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

(d) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

(e) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: _____.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. (Categories listed below are based on those described in 49 CFR Section 23.5)

I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)						
1. Firm Name: _____			3. Contact Person/Telephone Number: _____			
2. Address: _____						
			4. Total number of employees in the firm: _____			
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____

2. Total Number of Ownership/Partners, Etc.:			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION		
3. Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm by the:		
Black/African American			State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Hispanic/Latin American			City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Asian American			Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Portuguese American			Section D. OPTION TO PROVIDE REQUESTED INFORMATION		
American Indian/Alaskan Native			<input type="checkbox"/> We do not wish to provide the information required in this form.		
All Others			Firm Name: _____		
			Signature/Title: _____		
			Date: _____		

EXHIBIT H

MEMORANDUM OF LEASE

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between _____, a _____ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated _____, 20__ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on _____, 20__, and ending on a date _____ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: _____, 20__.

LANDLORD: _____

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	9/4/2024	
BOARD MEETING DATE	9/24/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Fire Department	
SUBJECT	7-year lease renewal for 45,279 square feet of office space and 180 on-site parking spaces at 5815-5823 and 5825-5847 Rickenbacker Road, Commerce, CA 90040	
PROGRAM	Fire Prevention Bureau, the Hazardous Materials Management division, Information Management division, and the headquarters for the Forestry division.	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The current lease has been on a month-to-month holdover since December 6, 2023 with no holdover fee.	
COST & FUNDING	Total cost: \$10,138,000	Funding source: Fire, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services, and is already included in Fire's existing budget.
	TERMS (if applicable): The proposed lease will have first year base rental cost is \$1,250,000, but with a four-month rent abatement of \$417,000 will be approximately \$834,000. The landlord will be responsible for all operating expenses, including janitorial, repair and maintenance to the building. The County will be responsible for electrical costs.	
	Explanation: Fire, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services. The proposed lease costs are already included in Fire's existing budget. Fire will not be requesting additional net County cost for this action.	
PURPOSE OF REQUEST	Approval of the recommended actions will authorize and provide continued use of office space for Fire.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County has leased the subject location since March 1992. The facility adequately meets the office space needs of Fire.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

September 24, 2024

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:

**SEVEN-YEAR LEASE
FIRE DEPARTMENT
5815-5823 AND 5825-5847 RICKENBACKER ROAD, COMMERCE
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed seven-year lease to renew an existing lease to provide the Los Angeles County Fire Department (Fire) continued use of 45,279 square feet of office space and 180 on-site parking spaces for the Fire Prevention Bureau, the Hazardous Materials Management Division, Information Management Division, and as the headquarters for the Forestry Division.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease renewal with RREEF America REIT II Corp. MMMM 3 California, a Maryland corporation (Landlord), for approximately 45,279 square feet of office space and 180 on-site parking spaces located at 5815-5823 and 5825-5847 Rickenbacker Road, Commerce (Premises) to be occupied by Fire. The estimated maximum first year base rental cost is \$1,250,000, but with a four-month rent abatement of \$417,000 will be approximately \$834,000. The estimated total proposed lease cost, including the rent abatement and electricity costs, is \$10,138,000 over the

seven-year term. Fire, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services. The proposed lease costs are already included in Fire's existing budget. Fire will not be requesting additional net County cost for this action.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Fire has occupied the Premises since March 1992. The Premises serve as administrative offices for the Fire Prevention Bureau, the Hazardous Materials Management Division, Information Management Division, and as the headquarters for the Forestry Division. The lease expired on December 6, 2023, and the County has been on holdover without additional fees.

The Fire Prevention Bureau provides plan check reviews for nearby communities, and the Hazardous Materials Management inspectors report to this location as their home office. This is also the main office for the Information Management Division, which manages all of Fire's information technology, and is the headquarters for the Forestry division, which oversees containment of wildfires.

The proposed Premises houses a total of 203 employees using 147 workstations and 58 offices that serve the public as well as internal clients providing consultation and direct support to all 4,900 employees of Fire and to all 261 department sites. Due to varying in-person services to the public and to its entire department, there are no immediate plans for extensive teleworking.

The proposed lease will enable Fire to remain and serve Los Angeles County, avoid relocation costs, and interruption of services. The proposed Premises is centrally located and is near public bus transportation routes.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 3 – *“Realize Tomorrow's Government Today”* – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed lease is also consistent with the Strategic Asset Management Goal – Maximize use of county space and achieve cost savings and Key Objective No. 1 – Maintain Asset Inventory.

The proposed lease supports the above goals and objective by providing Fire with continued use of existing office space for administrative functions and direct service to the public.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$1,250,000, but with a four-month rent abatement of \$417,000 will be approximately \$834,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire seven-year term, including rent abatement and electricity costs is \$10,138,000 as shown on Enclosure B-1. Fire, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services. The proposed lease costs are included in Fire's existing budget. Fire will not be requesting additional net County cost for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to Fire. Fire has sufficient funding in its Fiscal Year 2024-25 Operating Budget to cover the proposed rent and electrical cost for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for Fire, if necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed lease also contains the following provisions:

- Upon commencement of the proposed lease, the annual rental rate will decrease from \$28.29 per square foot, per year to \$27.60 per square foot, per year. Base rent is subject to annual increases based on the fixed annual increases of 3 percent.
- The Landlord has agreed to four months of rent abatement.
- The Landlord, at its sole cost, will upgrade to LED lighting, paint and carpet, and other minor improvements to refresh the proposed Premises.

- The Landlord is responsible for the operating and maintenance costs of the building, and the County is responsible for electrical costs. The County is not subject to the building's operating expense increases.
- There are 180 on-site parking spaces included in the base rent at no additional cost.
- A comparison of the existing lease and the proposed lease is shown in Enclosure B-2.
- A seven-year initial term with no options to extend.
- The County has the right to terminate the proposed lease early any time after five years with 180 days' prior written notice.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will be at the base rent at the time of the lease expiration.
- The proposed lease will be effective and commence upon the first day of the month following approval by the Board and full execution of the proposed lease.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27.60 and \$31.20 per square foot, per year. The base annual rental rate of \$27.60 per square foot, per year for the proposed lease represents a rate that is on the low end of the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working space is not suitable for this requirement due to the nature of the services provided. Fire provides direct service to the public and stores confidential documents.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Commerce has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the

County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will continue to provide a suitable location for Fire's programs, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary office space and parking for this County requirement. Fire concurs with the proposed lease and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
JLC:HD:ANR:CB:gb

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Fire

FIRE DEPARTMENT
5815-5823 and 5825-5847 Rickenbacker Road, Commerce

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ²			X
C	Does this lease centralize business support functions? ²			X
D	Does this lease meet the guideline of 200 sq. ft. of space per person? ² Based on 203 employees, there is 223 sq. ft. of space per person due to public lobbies, data and conference rooms and storage areas.		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² 180 parking spots is a ratio of 3.98/1,000.		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>			
A.	Is it a substantial net County cost (NCC) program?		X	
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Enclosure C?	X		
G	Was build-to-suit or capital project considered? ² No, this is a multi-tenant business park		X	
3.	<u>Portfolio Management</u>			
A	Did department use CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?		X	
D	Why was this program not co-located with other County departments?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. <u>X</u> No County-owned facilities available for the project.			
	4. <u>X</u> Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease? ² The County pays for electricity.		X	
F	Has growth projection been considered in space request?	X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As adopted by the Board of Supervisors 11/17/98				
² If not, why not?				

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

5815-5823 and 5825-5847 Rickenbacker Road, Commerce

Fire Department

Basic Lease Assumptions

Leased Area (sq.ft.)

	Monthly	Annual
Rent (per sq. ft.)	\$2.30	\$27.60
Term (Months)	84	
Annual Rent Adjustment	3%	

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	Total 7 Year Rental Costs
Annual Base Rent Costs ⁽¹⁾	\$1,249,700	\$1,287,191	\$1,325,807	\$1,365,581	\$1,406,549	\$1,448,745	\$1,492,208	\$9,576,000
Rent Abatement ⁽²⁾	\$416,567							(\$417,000)
Total Base Rent Paid to Landlord	\$833,134	\$1,287,191	\$1,325,807	\$1,365,581	\$1,406,549	\$1,448,745	\$1,492,208	\$9,160,000
Electricity Costs ⁽³⁾	\$139,700	\$139,700	\$139,700	\$139,700	\$139,700	\$139,700	\$139,700	\$978,000
Total Annual Lease Costs	\$972,834	\$1,426,891	\$1,465,507	\$1,505,281	\$1,546,249	\$1,588,445	\$1,631,908	\$10,138,000

Footnotes

⁽¹⁾ The Base Rent is subject to fixed three percent (3%) rent increases per annum.

⁽²⁾ Rent shall be abated for months 1-4.

⁽³⁾ County is responsible for electricity costs. The electricity costs show above is based upon usage from May 2023 through May 2024. This is an estimation and subject to change.

***Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.**

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE*

	Existing Lease: 5815-5823 and 5825-5847 Rickenbacker Road, Commerce	Proposed Lease: 5815-5823 and 5825-5847 Rickenbacker Road, Commerce	Change
Area (Square Feet)	45,279 sq. ft.	45,279 sq. ft.	None
Term (years)	7 years	7 years	None
Annual Base Rent (Base rent includes 180 parking spaces)	\$1,281,000	\$1,250,000 ⁽¹⁾	-\$31,000 annually
Rent Abatement	\$0	\$417,000	-\$417,000
Total Annual Lease Costs payable to Landlord	\$1,281,000	\$834,000 ⁽¹⁾	-\$447,000 for the first year
Rental rate adjustment	Annual CPI adjustments capped at 5 percent	Fixed annual increases of 3 percent.	Fixed annual increases of 3 percent.

*All numbers rounded up

⁽¹⁾ First year only

**FIRE DEPARTMENT
5815-5823 AND 5825-5847 RICKENBACKER ROAD, COMMERCE
SPACE SEARCH – 5 MILE RADIUS**

LACO	Name	Address	Ownership Type	Gross Sq Ft	Vacant
A133	Child Support Services – Division II Headquarters	5770 South Eastern Avenue, Commerce 90040	Leased	84,477	None
A332	Child Support Services – Training/IT Division	5500 South Eastern Avenue, Commerce 90040	Leased	39,991	None
A570	Health Services/ Administrative	5701 South Eastern Avenue, Commerce 90040	Leased	40,539	None
6578	DPSS – Metro East AP District Office	2855 East Olympic Boulevard, Los Angeles 90023	Owned	63,066	None
A015	DCFS/LASD/Fire/Ops/ISD Corporate Place	2525 Corporate Place, Monterey Park 91754	Leased	40,483	None
A157	DCFS – Belvedere (SPA 7)	5835 South Eastern Avenue, Commerce 90040	Leased	38,814	None
B460	DPSS – Gain Program Region VI Office	5460 Bandini Boulevard, Bell 90201	Leased	31,400	None
5428	DPSS – Belvedere AP District Office	5445 East Whittier Boulevard, East Los Angeles 90022	Owned	70,493	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Department of Fire – 5815-5823 and 5825-5847 Rickenbacker Road, Commerce – 4th District.

- A. Establish Service Function Category** – Administrative functions and direct service for the Fire Prevention Bureau, the Hazardous Materials Management dDivision, Information Management dDivision, and as the headquarters for Forestry dDivision.
- B. Determination of the Service Area** – The existing office space has been occupied since 1992. The proposed lease renewal will provide Fire with continued use of 45,279 square feet of office space and 180 on-site parking spaces.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: This location meets the needs of Fire and remains in an appropriate area.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., bus transportation.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet all of the Fire's needs.
- Compatibility with local land use plans: The City of Commerce has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$10,138,000.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27.60 and \$31.20 per square foot, per year. The base annual rental rate of \$27.60 per square foot, per year for the proposed lease renewal represents a rate that is on the low end of the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

The proposed lease will provide adequate and efficient office space for 203 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT**

**COUNTY OF LOS ANGELES - Tenant
RREEF AMERICA REIT II CORP MMMM 3 CALIFORNIA – Landlord**

**5815-5823 AND 5825-5847 RICKENBACKER ROAD
COMMERCE, CALIFORNIA**

TABLE OF CONTENTS

	Page
1. BASIC LEASE INFORMATION	1
1.1 Terms	1
2. PREMISES.....	3
2.1 Lease of Premises	3
2.2 Measurement of Premises	3
3. COMMON AREAS.....	3
4. COMMENCEMENT AND EXPIRATION DATES	3
4.1 Term	3
4.2 Early Termination.....	3
4.3 Lease Termination Notice	4
5. RENT	4
5.1 Base Rent.....	4
5.2 Base Rent Adjustment	4
6. USES	4
7. HOLDOVER	4
8. COMPLIANCE WITH LAW.....	5
9. DAMAGE OR DESTRUCTION.....	5
9.1 Damage	5
9.2 Tenant Termination Right.....	5
9.3 Damage In Last Year	5
9.4 Default By Landlord	6
10. REPAIRS AND MAINTENANCE	6
10.1 Landlord Representations	6
10.2 Landlord Obligations	8
10.3 Tenant Obligations.....	9
10.4 Tenant's Right to Repair	9
11. SERVICES AND UTILITIES	10
11.1 Services.....	10
11.2 Utilities	11
12. TAXES	11
13. LANDLORD ACCESS	11
14. TENANT DEFAULT.....	12
14.1 Default	12
14.2 Termination.....	12
14.3 No Effect on Indemnity.....	12
15. LANDLORD DEFAULT.....	12
15.1 Remedies.....	12
15.2 Waiver	13
15.3 Emergency.....	13
16. ASSIGNMENT AND SUBLETTING	13
16.1 Assignment and Subletting	13
16.2 Sale	13
17. ALTERATIONS AND ADDITIONS	14
17.1 Landlord Consent.....	14
17.2 End of Term	14
18. CONDEMNATION.....	15
18.1 Controlling Terms.....	15
18.2 Total Taking	15

18.3	Partial Taking	15
18.4	Restoration	15
18.5	Award	16
18.6	Waiver of Statute	16
19.	INDEMNIFICATION.....	16
19.1	Landlord's Indemnity	16
19.2	Tenant's Indemnity.....	16
20.	INSURANCE	16
20.1	Waiver	16
20.2	General Insurance Provisions – Landlord Requirements.....	16
20.3	Insurance Coverage Types And Limits.....	19
20.4	Landlord Requirements.....	20
21.	PARKING	20
21.1	Tenant's Rights	20
21.2	Remedies.....	21
22.	ENVIRONMENTAL MATTERS.....	21
22.1	Hazardous Materials	21
22.2	Landlord Indemnity	22
23.	ESTOPPEL CERTIFICATES.....	22
24.	TENANT IMPROVEMENTS	22
25.	LIENS.....	24
26.	SUBORDINATION AND MORTGAGES	24
26.1	Subordination and Non-Disturbance	24
26.2	Existing Deeds of Trust.....	25
26.3	Notice of Default	25
27.	SURRENDER OF POSSESSION.....	25
28.	SIGNAGE.....	25
29.	QUIET ENJOYMENT	25
30.	GENERAL	25
30.1	Headings	25
30.2	Successors and Assigns	25
30.3	Brokers	26
30.4	Entire Agreement.....	26
30.5	Severability	26
30.6	Notices.....	26
30.7	Governing Law and Venue.....	26
30.8	Waivers.....	27
30.9	Time of Essence	27
30.10	Consent	27
30.11	Community Business Enterprises	27
30.12	Memorandum of Lease	27
30.13	Counterparts; Electronic Signatures.....	27
31.	AUTHORITY.....	28
32.	ACKNOWLEDGEMENT BY LANDLORD	28
32.1	Consideration of GAIN Program Participants	28
32.2	Solicitation of Consideration.....	28
32.3	Landlord Assignment	29
32.4	Smoking in County Facilities.	30

EXHIBITS

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms
- Exhibit I – Landlord's Work

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 2024 between RREEF AMERICA REIT II CORP MMMM 3 CALIFORNIA, a Maryland corporation ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

<p>(a) Landlord's Address for Notices:</p>	<p>c/o DWS RREEF Management LLC 535 Anton Boulevard, Suite 200 Costa Mesa, California 92626</p> <p>With a copy to:</p> <p>Transwestern Commercial Services Attention: Harris Business Center Property Manager 601 South Figueroa Street, Suite 3650 Los Angeles, California 90017</p>
<p>(b) Tenant's Address for Notices:</p>	<p>County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate</p> <p>With a copy to:</p> <p>County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division</p>
<p>(c) Premises:</p>	<p>Approximately 45,279 rentable square feet, in the Buildings (defined below), as shown on <u>Exhibit A</u> attached hereto.</p>

(d) Building:	<p>The Buildings located at 5815- 5823 (Building 1) and 5825-5847 (Building 2) Rickenbacker Road, Commerce, California, which is currently assessed by the County Assessor as APN 6332-012-013 (collectively, the "Property");</p> <p>Unless otherwise expressly designated, all references in this Lease to the "Building" and/or "Buildings" shall mean and refer to both buildings, as applicable, unless such reference would be illogical or inconsistent with the provisions of this Lease.</p>
(e) Term:	Seven years, commencing on the "Commencement Date", and terminating at midnight on the day before the seventh annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein.
(f) Estimated Commencement Date:	N/A
(g) Irrevocable Offer Expiration Date: (see Section 33)	N/A
(h) Base Rent:	<p>\$104,141.70* (i.e., \$2.30 per rentable square foot per month)</p> <p>\$ 1,249,700.40 per year (i.e., \$27.60 per rentable square foot per year)</p> <p>*Base rent shall be abated for months one through four following the Commencement Date.</p> <p>Base rent is subject to 3% annual increases on each anniversary of the Commencement Date as forth in Section 5.2.</p>
(i) Early Termination (see Section 4.4)	Any time after five years upon one hundred eighty (180) days' prior written notice to Landlord
(j) Rentable Square Feet in the Premises:	45,279 rentable square feet, comprised of 21,432 in Building 1 and 23,847 in Building 2.
(k) Initial Departmental Use:	General office use for the Fire Department, subject to Section 6.

(l) Parking Spaces:	<u>180</u> exclusive unreserved spaces
(m) Tenant's Hours of Operation:	7:00 a.m. to 7:00 p.m. Monday through Friday, and 9:00 a.m. to 2:00 p.m. on Saturday, except on holidays recognized by the County of Los Angeles
(n) Asbestos Report:	A report dated August 14, 2023 prepared by Chubb Global Risk Advisors.
(o) Seismic Report	A report dated June 30, 2016 prepared by the Department of Public Works.
(p) Disabled Access Survey	A report dated August 23, 2023 prepared by Marx/Okubo Associates, Inc.

2. **PREMISES**

2.1 Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

2.2 Measurement of Premises

Landlord and Tenant agree that the Premises shall be deemed to contain the number of rentable square feet set forth in in 1.1(j) above, and shall not be subject to re-measurement during the Term of this Lease.

3. **COMMON AREAS**

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. **COMMENCEMENT AND EXPIRATION DATES**

4.1 Term

The term of this Lease shall be for a period of seven years, commencing on the first day of the month following approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending 84 months thereafter.

4.2 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1(i), by giving Landlord not less than one hundred eighty (180) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee.

4.3 Lease Expiration Notice

No later than twelve (12) months, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date.

5. **RENT**

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Base Rent Adjustment

From and after the first Anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by three percent (3%) of the Base Rent payable in the immediately preceding month.

6. **USES**

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays.

7. **HOLDOVER**

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable

under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant, which abatement of rent shall be made pro rata in accordance with the extent to which the damage and the making of such repairs shall interfere with the use and occupancy by Tenant of the Premises from time to time.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, as determined by Tenant in its reasonable discretion, then Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
 - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
 - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
 - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
 - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

(b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:
[Check the appropriate box]

Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

- (d) Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1.

10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
 - iii. the Common Areas;
 - iv. exterior windows of the Building; and
 - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
 - i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and

viii. Light fixtures, bulbs, tubes and ballasts.

(c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

10.4 Tenant's Right to Repair

(a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

(b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the Chief Executive Office, may request that Landlord perform, supply and administer repairs, maintenance, building

services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. Any improvements by Landlord shall be subject to compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to Tenant Improvements, as defined in Section 24.

11. SERVICES AND UTILITIES

11.1 Services

(a) Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment.

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards.

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense.

(g) Pest Control

Landlord at its sole cost and expense shall provide any and all pest control services to the Premises per the specifications set forth in Exhibit D attached hereto.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges, except electricity, accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are prorated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice only for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

14. **TENANT DEFAULT**

14.1 Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

14.2 Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

15. **LANDLORD DEFAULT**

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

15.4 Limitation on Liability.

The liability of Landlord to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Property or the Premises shall be limited solely and exclusively to the equity interest of Landlord in the Property, plus all rents, incomes, awards and proceeds derived therefrom. Such limitation of liability shall inure to the benefit of Landlord's present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust), have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding any contrary provision herein, Landlord shall not be liable under any circumstances for consequential or special damages, including any injury or damage to, or interference with, Tenant's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may not assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior

consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide thirty (30) days prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
 - i. Name and address of new owner or other party to whom Base Rent should be paid
 - ii. Federal tax ID number for new owner
 - iii. Name of contact person and contact information (including phone number) for new owner
 - iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

17. **ALTERATIONS AND ADDITIONS**

17.1 Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty

(30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all laws;
- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

17.2 End of Term

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the

Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. INDEMNIFICATION

19.1 Landlord's Indemnity

The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.

19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and

other acts and omissions arising from and/or relating to the Tenant's use of the Premises.

20. **INSURANCE**

During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

20.2 General Insurance Provisions – Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

(a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Upon request by Tenant, but in no event more than annually, Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right, upon written request to Landlord, to obtain certificates of insurance for any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or

endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office - Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease, and could result in the filing of a third party claim or lawsuit against Tenant. Tenant also shall promptly notify Landlord of any third party claim or suit filed against Tenant which arises from or relates to this Lease, and could result in the filing of a third party claim or lawsuit against Landlord.

- (b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, shall be provided additional insured status as their interest may appear under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- (c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(d) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may withhold payments due to Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(f) Primary and Non-Contributory Insurance

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to the Common Areas, only. Any such Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any applicable Tenant coverage.

(g) Waiver of Subrogation

To the fullest extent permitted by law, Landlord and Tenant each hereby agree to have its respective insurer(s) waive any rights of subrogation and recovery against Landlord or Tenant, as the case may be, under all required insurance policies for any loss arising from or related to this Lease. Landlord and Tenant shall each require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver, as the case may be.

(h) Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR.

(i) Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

(j) Application of Excess Liability Coverage

Landlord may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

(k) Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

20.3 Insurance Coverage Types And Limits

(a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million

ii. Commercial Property Insurance. Such insurance shall:

Provide coverage for Tenant's personal property (excluding any tenant improvements permanently affixed to the Building);

Be written for the full replacement cost of the applicable items, with a commercially reasonable deductible. Insurance proceeds shall be payable to the Tenant and Landlord, as their interests may appear.

Tenant, at its sole option, may satisfy all or any part of the insurance requirements under clauses (i) and (ii) hereinabove through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

Tenant's insurance policies, with respect to any claims related to this Lease, shall be primary (1) with respect to Tenant's personal property, and (2) except for the negligence or willful misconduct of Landlord in the Premises, the Premises. Any such Tenant maintained insurance or self-insurance coverage shall be in excess of and not contribute to any applicable Landlord coverage.

20.4 Landlord Requirements

During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

(a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

- (b) Commercial Property Insurance. Such insurance shall:
- i. Provide coverage for the Building (including any tenant improvements permanently affixed to the Building), but excluding the personal property items required to be insured by Tenant under Section 20.3(ii) above; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
 - ii. Be written for the full replacement cost of the Building (including any tenant improvements permanently affixed to the Building), but excluding the personal property items required to be insured by Tenant under Section 20.3(ii) above, with a commercially reasonable deductible. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

21. **PARKING**

21.1 Tenant's Rights

Tenant shall have the right to the number of exclusive reserved parking spaces and unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or

- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided times the number 1.5, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease

concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

24.1 Landlord Obligations and Construction Schedule

Landlord, at Landlord's sole cost and expense, shall perform the work to the Premises listed in Exhibit I to this Lease ("Tenant Improvements and Deferred Maintenance") to Tenant's satisfaction. Landlord shall complete the Tenant Improvements and Deferred Maintenance in accordance with the construction schedule listed in Exhibit I ("Construction Schedule").

24.2 Code Compliance

The Premises shall meet all applicable City, County, State and Federal building codes, regulations and ordinances required for beneficial occupancy. **Without limiting the generality of the foregoing, construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the tenant improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site.** Any work, including construction, that Landlord must undertake to obtain the necessary jurisdictional approvals for occupancy shall be at Landlord's sole cost and expense. Any work undertaken to meet applicable code requirements necessitated by Tenant's special requirements shall be at Landlord's sole cost and expense.

24.3 Completion

All work related to the Tenant Improvements shall be performed during non-business hours of Tenant. To the extent that such work cannot be completed during non-business hours, Landlord shall use its best efforts to perform the work in a manner so as to minimize any disruption of Tenant's use of the Premises.

24.4 Delay.

Completion may be delayed by:

- a. Acts or omissions of Tenant or its employees or agents (including any change orders requested by Tenant), or
- b. Any act of God which Landlord could not have reasonably foreseen and provided for, or
- c. Any strikes, boycotts or like obstructive acts by employees or labor organizations which Landlord cannot overcome with reasonable effort and which Landlord could not have reasonably foreseen and provided for, or
- d. Any war or declaration of a state of national emergency, or
- e. The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the tenant improvements.

24.5 Change Requests

All Tenant-initiated and approved change requests shall not exceed a total cost of Five Thousand Dollars (\$5,000), and Landlord shall not be required to accept any particular change request if the total cost of prior Tenant-initiated change requests exceeds Five Thousand Dollars (\$5,000). The Chief Executive Officer or his/her designee is hereby authorized to approve change requests on behalf of Tenant. Tenant shall pay for change request costs in a lump sum. Landlord, or Landlord's contractor, shall submit to the Chief Executive Officer or his/her designee with each change request (a) the specific cost of the requested change; (b) the cumulative net total cost of all change requests previously approved; and (c) an estimate of the number of days by which construction time will be increased or shortened if the change request is approved. Each change request must be signed and dated by the Chief Executive Officer or his/her designee in order to be considered approved. Tenant shall have the right to audit the cost of the changes at any time after the Commencement Date. If Tenant requests a rent reduction due to its audit of these costs, Tenant shall provide Landlord with a copy of the audit summary as part of its request.

24.6 Construction

Construction of the Tenant Improvements will be subject to the following terms and conditions:

a. Notice of Nonresponsibility. Landlord and its contractors and subcontractors shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant in compliance with California Civil Code Section 8444.

b. Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than two (2) years from the date of Substantial Completion. Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties

relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

c. Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises or in other areas utilized by Landlord or its contractors, and Landlord agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

26.2 Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within 30 days after the execution of this Lease.

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 rentable square feet of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances.

29. QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

30. GENERAL

30.1 Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

30.2 Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

30.3 Brokers

Landlord represents and warrants that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease, except CBRE, Inc. (Tom Sheets and Quint Carroll). Tenant represents and warrants that it has not engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this lease, other than CBRE Inc., (Tim Vaughn). Each party shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Landlord shall be solely responsible for the payment of a brokerage commission to CBRE, Inc. in connection with the leasing to the County of Los Angeles pursuant to a separate agreement.

30.4 Entire Agreement

This Lease (including all exhibits hereto) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10)

business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

31. AUTHORITY

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express

written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1 Consideration of GAIN Program Participants

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

32.2 Solicitation of Consideration

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed 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 nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal

opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.

- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

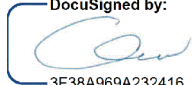
32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

RREEF AMERICA REIT II CORP
MMMM 3 CALIFORNIA, a Maryland corporation

DocuSigned by:

By: _____ 5/22/2024
3F38A969A232416...
Name: David McDonnell
Its: Authorized Signatory

DocuSigned by:

By: _____ /18/2024
B6522C4CE1DB47F...
Name: Stephen George
Its: Authorized Signatory

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel



By: _____
Senior Deputy
Roberto Saldana
2024.07.22
15:09:26 -07'00'

EXHIBIT A
FLOOR PLAN OF PREMISES

EXHIBIT B

**COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain Lease Agreement ("Lease") dated _____, 2024, between County of Los Angeles, a body corporate and politic ("Tenant"), and RREEF America Reit II Corp MMMM 3 California, a Maryland corporation ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the buildings located at 5815- 5823 and 5825- 5847 Rickenbacker Road, Commerce ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Tenant currently occupies the Premises;
- 2) The Lease commenced on _____ 2024 ("Commencement Date");
- 3) The Premises contain 45,279 rentable square feet of space; and
- 4) Base rent is \$104,141.70 for months five through twelve of the first year and is subject to 3% percent adjustments thereafter pursuant to Section 5.2 of the Lease. Base rent shall be abated for months one through four following the Commencement Date.

IN WITNESS WHEREOF, this memorandum is executed this _____ day of _____, 2024.

Tenant:

Landlord:

COUNTY OF LOS ANGELES,
a body corporate and politic

RREEF AMERICA REIT II CORP MMMM 3
CALIFORNIA, a Maryland corporation

By:

By:

Name Joyce Chang
Its Senior Manager
Real Estate Division

Name David McDonnell
Its Authorized Signatory

By: -----

Name: Stephen George
Its: Authorized Signatory

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 300 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Drinking fountains cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Kitchen/Lunchroom cleaned and mopped. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.
14. Intentionally Omitted.

B. WEEKLY

15. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
16. Window sills, ledges and wood paneling and molding dusted.
17. Bulb and tube replacements, as required.

C. MONTHLY

18. Light fixtures cleaned and dusted, but not less frequently than Quarterly.
19. Floors washed and waxed in uncarpeted office area.
20. High-reach areas, door frames and tops of partitions dusted.

21. Upholstered furniture vacuumed, plastic and leather furniture wiped
22. Picture moldings and frames dusted.
23. Wall vents and ceiling vents vacuumed.
24. Carpet professionally spot cleaned as required to remove stains.
25. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

26. Wood furniture polished.
27. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
28. HVAC units serviced for preventative maintenance purposes, all filters changed.
29. Door preventive maintenance, adjust and lube.

E. SEMI-ANNUALLY

30. Windows washed as required inside and outside but not less frequently than twice annually.
31. All painted wall and door surfaces washed and stains removed.
32. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

33. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
34. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
35. Carpet to be cleaned using non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. Notwithstanding the foregoing lessor's responsibility for annual carpet cleaning, Lessee may upon its sole discretion and at its sole cost and expense, clean the carpets pursuant to the following schedule: (i) heavy traffic areas- minimum frequency of bi-monthly (six times per year); (ii) moderate cleaned as needed with a minimum of once every six months (two times a year); and (iii) clean light traffic areas a minimum of once per year. Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.
36. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

37. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
38. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
39. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.
38. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6.C. of this Exhibit E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.
39. All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

EXHIBIT E

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

County of Los Angeles)	
Chief Executive Office)	
Real Estate Division)	
320 W. Temple Street, 7th Floor)	
Los Angeles, California 90012)	Space above for Recorder's Use

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 20__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

- A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.
- B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").
- C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").
- D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: _____

To Borrower: _____

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

BORROWER: [*Insert name of Landlord*]

By: _____
Name: _____
Title: _____

LENDER: [*Insert name of Lender*],

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

Attn: _____

Re: Date of Certificate: _____
Lease Dated: _____
Current Landlord: _____
Located at: _____
Premises: _____
Commencement Date of Term: _____
Expiration Date: _____
Current Rent: _____

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1. Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

(b) The current Rent is set forth above.

(c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

(d) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

(e) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

[(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.]

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: _____.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: _____
Title: _____

EXHIBIT G

COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. *(Categories listed below are based on those described in 49 CFR Section 23.5)*

I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)

1. Firm Name: _____		3. Contact Person/Telephone Number: _____				
2. Address: _____		_____				
_____		_____				
_____		4. Total number of employees in the firm: _____				
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____

2. Total Number of Ownership/Partners, Etc.: _____			III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION		
3. Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm by the: State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Black/African American					
Hispanic/Latin American					
Asian American					
Portuguese American					
American Indian/Alaskan Native					
All Others					
			Section D. OPTION TO PROVIDE REQUESTED INFORMATION		
			<input type="checkbox"/> We do not wish to provide the information required in this form. Firm Name: _____		

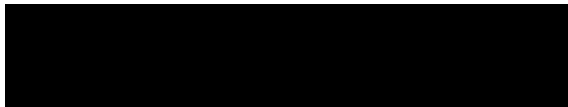
	Signature/Title: _____
	Date: _____

EXHIBIT H

MEMORANDUM OF LEASE

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between _____, a _____ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated _____, 20__ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on _____, 20__, and ending on a date _____ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: _____, 20__.

LANDLORD:

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____
Senior Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me,

_____ Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____, Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT I

LANDLORD'S WORK

5815-5823 Rickenbacker Road:

Maintenance Items:

Kitchen sinks in multiple areas have leaks and clogging issues. Repair or replace as needed.

Wallcoverings peeling off in various locations.

Flushing issues in multiple toilets and odor.

Bugs from HVAC ducting falling on desks. Clean, repair or replace ducting as needed to resolve.

All departments report HVAC balancing issues and inconsistent conditions. Redistribute HVAC ducting as needed to resolve.

Roof or HVAC leaks in various locations.

Power issue in Information Management Division. Upgrade as needed.

Rodents/ants in Information Management Division.

Clean carpets throughout entire building.

Tenant Improvement Items:

Upgrade to LED lighting throughout – light bulbs and lenses don't match throughout the building.

Replace ceiling tiles as needed throughout – many mis-matched and discolored tiles throughout the building.

New paint.

Upgrade window tinting with ceramic window tint.

5825-5847 Rickenbacker Road:

Maintenance Items:

Northwest corner outside – roof scupper issue causing roof leaks.

Skylight sagging/settling issue. Structural concern?

Warehouse – Ceiling foil falling and needs re-attachment or replacement throughout.

Clean carpets throughout entire building.

Leak in conference rooms in Hazmat section from outside planter – reseal all west wall planters.

Ceiling leaks.

Ants from planters.

Bugs from HVAC ducting. Clean, repair or replace ducting as needed.

Low pressure in water lines. Repair or replace as needed.

Shower pan leaks. Repair or replace as needed in Haz Mat Division.

Moisture under newer flooring in Dispatch room in Haz Mat Division causing LVT glue to ooze out between LTV planks. Repair or replace as needed.

Mildew odor in Ms. Nunez office in Haz Mat Division.

Air balancing needed throughout.

Tenant Improvement Items:

Upgrade to LED lighting throughout.

Replace ceiling tiles as needed throughout.

Expand security cage area in warehouse with chain link fencing.

Upgrade window tinting with ceramic window tint.

All Buildings:

Landlord shall, at its sole cost and expense, remove all accessibility barriers in the building as referenced in that certain ADA report dated August 23, 2023 prepared by Marx/Okubo Associates, Inc., except items 13, 14, 16, 27, 35 and 36.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	9/4/2024	
BOARD MEETING DATE	9/24/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	On-Call Water Quality Operation Maintenance, Monitoring, and Related Services	
PROGRAM	Stormwater Quality	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	September 2024: various stormwater quality projects are planned for completion in late 2024, and their continuous operation is dependent on this contract.	
COST & FUNDING	Total cost: \$12,500,000	Funding source: County General Funds for Stormwater
	TERMS (if applicable): FY24-25 through FY28-29.	
	Explanation: 3 year term, with additional options for two 1-year terms thereafter.	
PURPOSE OF REQUEST	To provide operation, maintenance, and monitoring related services for Stormwater Quality Systems in Los Angeles County.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Los Angeles County Public Works requires additional staffing and resources to maintain a consistent influx of stormwater projects being delivered and implemented throughout the County. This contract will provide immediate resources to address that need.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: Public Works notified over 25,000 subscribers in our “Do Business with Public Works” website. A total of 21 firms registered through “Do Business with Public Works”. Public Works also notified 1499 Small Businesses Enterprises, 162 Disabled Veteran Business Enterprise, 179 Social Enterprises, and 906 Community Business Enterprises registered with the Department of Economic Opportunity and advertised in regional and small newspapers in each Supervisorial District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code and all Board contracting policies.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: (1) Sustainability and (2) Environmental Justice and Climate Health: ensures continued operation of stormwater quality systems, which were designed to ensure water resiliency and sustainability, and to address environmental health threats from stormwater runoff.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Mark Lombos, Asst. Deputy Director, (626) 607-7939, MLombos@dpw.lacounty.gov John Calas, Chief Information Officer, (626) 458-4117, jcalas@dpw.lacounty.gov	

September 24, 2024

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

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
AWARD CONSULTANT SERVICES AGREEMENTS FOR
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING AND
RELATED SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Public Works is seeking Board approval to execute four consultant services agreements to provide on-call water quality maintenance, monitoring and related services on behalf of the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Award and delegate authority to the Director of Public Works or his designee to execute four consultant services agreements with the following firms: Black & Veatch Corporation, CWE (County Community Business Enterprise), NV5, Inc., and Tetra Tech, Inc. for an aggregate not-to-exceed program amount of \$10,000,000 across all four agreements for the entire 3-year term plus two 1-year extension options if exercised. These consultant services agreements will be subject to the additional extension provisions specified below.
3. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contract expiration dates for each of the four agreements as necessary to complete those additional services when those additional services are: (1) previously unforeseen, (2) related to a

previously assigned scope of work on a given project, and (3) are necessary for the completion of that given project.

4. Delegate authority to the Director of Public Works or his designee to supplement the initial not-to-exceed program amount of \$10,000,000 by up to 25 percent of the original program amount based on workload requirements.
5. Delegate authority to the Director of Public Works or his designee to administer the agreements and at the discretion of the Director of Public Works or his designee to exercise the options extending these agreements for the two 1-year extension options based upon project demands and the level of satisfaction with the services provided with no change to initial not-to-exceed program amount, and to suspend/terminate these agreements for convenience, if necessary and appropriate to do so in the discretion of the Director of Public Works.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to retain four consulting firms to provide Public Works with as-needed water quality monitoring, maintenance and related services within Los Angeles County. The services include, but are not limited to: tasks related to operation and maintenance of stormwater quality systems, best management practices monitoring and optimization, telemetry and SCADA system implementation and oversight, education and training, and information technology related work. The recommended actions will enable Public Works to fulfill its missions as well as comply with local, State, and Federal rules, regulations, and mandates.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal A, Healthy Individuals and Families, Strategy ii, improve health outcomes, by promoting the improvement of physical health outcomes through the operation of systems designed to improve water quality for Los Angeles County residents.

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iii, Natural

Resources, by supporting thriving ecosystems, habitats, and biodiversity in Los Angeles County waterbodies.

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy i, Modernize Infrastructure, by evaluating and identifying needs to replace or modernize water quality infrastructure built through capital projects.

FISCAL IMPACT/FINANCING

The total cost of the as-needed consultant services will not exceed an aggregate total program amount of \$10,000,000 plus a 25 percent supplement (totaling \$12,500,000) for four consulting firms over a 3-year period with two optional 1-year extensions. It is expected that the initial 3-year term of the agreements will start during Fiscal Year (FY) 2024-25 and conclude in FY 2026-27. The two 1-year extension options, if exercised, would be operative through FY 2027-28 and FY 2028-29. When the 25 percent supplement is exercised by Public Works, the Board will be notified.

Total expenditures for these services will not exceed the amount approved by the Board. Sufficient funding for the services is included in various Public Works' funds (Services and Supplies) FY 2024-25 Budgets. Funds to finance the contract's remaining years and 25 percent supplemental funding will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard consultant services agreement, in the form previously approved by County Counsel, will be used. The consultant services agreements contain terms and conditions in compliance with the Chief Executive Officer's and the Board's requirements.

The term of each consultant services agreement shall commence on the date of the full execution of the agreement and shall extend for a period of three years from such commencement date, plus two 1-year extension options for each firm, for a maximum agreement duration of five years. The expiration of each of the consultant services agreements is subject to the following condition: where services for a given project have been authorized in writing by the County but are not completed by the consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Chief Information Office has reviewed the information technology (IT) components of

this request and recommends approval. The CIO determined this recommended action does not include any IT items or services that would necessitate a formal written CIO analysis.

Enclosure A reflects each consultant's minority participation and the Community Business Enterprises (CBEs) participation data.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not a project pursuant to CEQA because they are activities that are excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action, to award as-needed consultant services agreements for anticipated future projects and maintenance activities, is an administrative activity of government that will not result in direct or indirect changes to the environment. We will return to the Board as necessary for consideration of appropriate environmental documentation pursuant to CEQA prior to commencement of activities under the agreements.

CONTRACTING PROCESS

On September 25, 2023, Public Works released a Request for Proposals (RFP). The RFP was advertised on the County's "Doing Business with Us" website (Enclosure B) and Public Works' "Contract Opportunities" website, and in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *San Gabriel Valley Tribune*, *Pasadena Star News*, *Press Telegram*, *Santa Monica Daily Press*, *Daily Breeze*, *The Signal*, and *World Journal*. Also, Public Works informed 1,499 Local Small Business Enterprises, 179 Social Enterprises, 162 Disabled Veteran Business Enterprises, 906 Community Business Enterprises, and 1385 Community Based Organizations about this business opportunity. Twenty-one (21) firms registered on Public Works website for this RFP.

On November 21, 2023, a total of four proposals were received. The evaluation committee, consisting of Public Works' staff, evaluated the proposals based on criteria described in the RFP, including technical expertise, experience, personnel, qualifications, and understanding of the work requirements. Based on the evaluation of the proposals, the following firms were selected without regard to race, creed, color, or gender: Black & Veatch Corporation, CWE, NV5, Inc., and Tetra Tech, Inc.

The firms selected represent the best-qualified firms to provide the required services. Public Works has determined that the firms' proposed rates for performing the services are reasonable. Three-year contracting history for the selected firms is on file with

Public Works. Public Works notified the employee union of this solicitation.

Public Works has evaluated and determined that the Los Angeles County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreements. These agreements are exempt from the requirements of Proposition A because the services are required on a part-time and intermittent basis.

The consultant services agreements include a cost-of-living adjustment provision in accordance with the Board Policy No. 5.070 – Multi-Year Services Contract Cost-of-Living Adjustments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects as a result of authorizing the recommended consultant services agreements. These consultant services agreements will provide necessary to provide on-call water quality maintenance, monitoring and related services on behalf of the County of Los Angeles.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Stormwater Quality Division.

Respectfully submitted,

Reviewed by,

MARK PESTRELLA, PE
Director of Public Works

PETER LOO
Chief Information Officer

MP:SK:ad

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
Chief Information Office
County Counsel (Truc Moore)
Executive Office

The Honorable Board of Supervisors
September 24, 2024
Page 6

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES**

SELECTED FIRMS

		Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	Social Enterprise	Lesbian, Gay, Bisexual, Transgedner, Queer, and Questioning-Owned Business Enterprise
1	Black & Veatch Corporation								
1	Aztec Film		X						
2	Craftwater Engineering, Inc.		X				X		
3	CWE		X	X					
4	Downstream Services, Inc.								
5	Eurofins Environment Testing Southwest LLC								
6	GDML Holdings DBA Dake Landscaping		X						
7	Long Beach Conservation Corps								
8	Los Angeles Conservation Corps, Inc.								
9	Mariposa Landscapes, Inc.			X					
10	Multi W Systems, Inc.								
11	Physis Environmental Laboratories, Inc.		X						
12	United Storm Water, Inc.			X					
13	Weck Laboratories, Inc.		X	X					
14	WSP USA Inc.								
2	Tetra Tech, Inc.								
1	Apex Companies, LLC								
2	CASC Engineering and Consulting, Inc.		X						
3	Council for Watershed Health							X	
4	Downstream Services, Inc.		X						
5	Eurofins Environment Testing Southwest, LLC								
6	FMF Pandion	X	X			X	X		
7	Hassan Davani								
8	Herrera Environmental Consultants								
9	Hylan West, Inc.								
10	Kayuga Solution, Inc.		X	X					
11	PERC Water Corporation								
12	Physis Environmental Laboratories, Inc.		X						

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES**

13	Richard Watson & Associates								
14	Southern California Coastal Water Research Project								
15	Sustainable Landesign	X	X	X					
16	United Storm Water, Inc.			X					
17	Watearth, Inc.	X	X		X	X			X
3	CWE		X	X					
1	Amigos de los Rios								
2	Aztec Film		X						
3	Black & Veatch								
4	Conservation Corps of Long Beach								
5	Downstream Services, Inc.		X						
6	Enthalpy Analytical, LLC								
7	Psomas								
8	SWA Group								
9	Terracon Consultants								
10	United Storm Water, Inc.			X					
11	Weston Solutions, Inc.								
4	NV5, Inc.								
1	American Integrated Services, Inc. (AIS)			X					
2	Aquatic Bioassay and Consulting Laboratories,								
3	Aztec Film								
4	C Below								
5	California Environmental Controls, Inc. DBA Pureflow Ozone Div.								
6	Downstream Services, Inc.		X						
7	EcoAnalysts, Inc.								
8	Enthalpy Analytical, LLC								
9	Eurofins Environment Testing Southwest, LLC								
10	JHA Environmental, Inc.								
11	Multi W Systems, Inc.		X						
12	Oakridge Landscape, Inc.								

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES**

13	Patron Labs, Inc. DBA Applied Microbiological Services								
14	Physis Environmental Laboratories, Inc.								
15	Solitude Lake Management, LLC								
16	Stover Seed Company								
17	Tesco Controls, LLC								
18	United Storm Water, Inc.			X					
19	Utility Systems Science & Software, Inc.			X					
20	Weck Laboratories, Inc.			X					
	Non-Selected Firms	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	Social Enterprise	Lesbian, Gay, Bisexual, Transgedner, Queer, and Questioning-Owned Business Enterprise
	N/A								

*Information provided by Proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES**

FIRM INFORMATION*		Black & Veatch Corporation	Tetra Tech, Inc.	CWE	NV5, Inc.		
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	Corporation		
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP					
OWNERS/PARTNERS	Black/African American	Employee Owned	Employee Owned		Publicly Traded Company		
	Hispanic/Latino			1/48.7%			
	Asian or Pacific Islander			2/51%			
	Native Americans						
	Subcontinent Asian						
	White			1/0.3%			
	Female (included above)			1/0.3%			
COUNTY CERTIFICATION							
CBE	N/A	N/A	X	N/A			
LSBE	N/A	N/A	N/A	N/A			
OTHER CERTIFYING AGENCY		N/A	N/A	CPUC, DGS	N/A		

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

[Home](#) / [Closed & Award Solicitations](#) / [Detail](#)

Solicitation Information

Solicitation Number:	BRC0000420		
Title:	On-Call Water Quality Operation Maintenance, Monitoring and Related Services		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$10,000,000.00
Commodity:	CONSULTING SERVICES - ENGINEERING		
Description:	<p>Visit Public Works website at https://dpw.lacounty.gov/contracts/opportunities.aspx to access RFP documents. Proposals received after the deadline will not be accepted.</p> <p>Los Angeles County Public Works (Public Works) is inviting proposals from qualified firms to provide On-Call Water Quality Operation Maintenance, Monitoring, and Related Services for work located throughout County of Los Angeles. The objective of this solicitation is to select up to two firms that are the best qualified to provide the requested services. Each selected Consultant will be awarded an aggregate not-to-exceed program amount of \$10,000,000.</p> <p>A pre-proposal virtual conference to answer questions concerning the project will be held on Tuesday October 10, 2023 at 2:00 p.m. via Microsoft Teams. Those who wish to attend must click the link titled "Pre-Proposal Conference Meeting (Live)" on the project page located at the website below to join.</p> <p>https://dpw.lacounty.gov/contracts/opportunities.aspx</p> <p>Submit questions relating to this solicitation to person listed below.</p>		
Open Day:	9/25/2023	Closed Date:	11/7/2023 5:30:00 PM
Contact Name:	Rori Rubia	Contact Phone:	(626) 458-2584
Contact Email:	rrubia@dpw.lacounty.gov		
Notice of Intent to Award (0):	Click here to view notice intent to award list.		
Solicitation Award (0):	Click here to view award list.		
Last Changed On:	9/25/2023 10:13:14 AM		
Attachment File (0):	Click here to download attachment files.		

**ON-CALL WATER QUALITY OPERATION MAINTENANCE,
MONITORING AND RELATED SERVICES**

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2024.

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of California,
hereinafter referred to as County,

AND

**CONSULTANT, a [State of Incorporation]
Corporation,**
hereinafter referred to as Consultant,

The parties hereto do mutually agree as follows:

1. Definition

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

2. Consultant's Services

The scope of work shall be as outlined in the Scope of Services, Exhibit A (Attachment 1). Consultant's proposal, Request for Proposals – BRC0000420 (RFP), and all addenda/notices to the RFP, are incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract (also referred to herein as Agreement) and the attachments to the Contract.

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County. Consultant is also referred to herein as Contractor.

3. Consideration

This Agreement is one of several agreements that the County has awarded as a result of the RFP. All of the services performed by all of firms awarded agreements resulting from the RFP are collectively referred to herein as the "Program." The total, aggregate, not-to-exceed monetary amount for the Program is \$10,000,000. As provided for in the RFP, the County may allocate the Program amount across any or all of resultant agreements that are awarded by the County, in any manner that the County determines in the County's sole and absolute discretion.

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Paragraph 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Public Works (hereinafter called Director), County agrees to pay the Consultant up to the total, aggregate amount(s) set forth in any Notices-to-Proceed that County may issue to the Consultant in connection with this Agreement, and subject to the aggregate, not-to-exceed Program amount of \$10,000,000 in the manner set forth immediately below and according to the Schedule of Fees attached to this Agreement as **Attachment 6**. County does not warrant or represent that it will authorize the Consultant to perform any work or services of any monetary amount under this Contract.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Scope of Services, Exhibit A. 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. At the sole discretion of the Director, or his/her designee, the initial, not-to-exceed program amount of \$10,000,000 may be supplemented by up to 25 percent of the original program amount based on workload requirements. The amendment/change order shall be executed in accordance with Paragraph 8, Amendment. Work will be based on Consultant's fee schedule attached to this Agreement as **Attachment 6**.
- c. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the Contract Term without an amendment to this Agreement as set forth in Paragraph 8. Consultant will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Agreement.

- d. 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.
- e. If requested by the Consultant, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the contract renewal date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to the Consultant.
- f. 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 Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

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

7. Term

- a. The term of this Agreement shall be for a period of three years commencing on the date of full execution of the contract. At the sole discretion of the County, this Agreement may be extended for two additional one-year terms, not to exceed a total contract period of five years. No work will proceed until a Notice to Proceed is issued by the County.
- b. The Consultant shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Public Works at the address herein provided in Notices Paragraph.
- c. If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

8. Amendment

- a. For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Consultant and by Director.
- b. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment or a change order to the Contract shall be prepared and executed by the Consultant and by the Director.
- c. The County, at its sole discretion, may authorize extensions of time as defined in Paragraph 7, Term. The Consultant agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be

prepared by County unless the term extension is applied automatically in accordance with Paragraph 7.c.

- d. For any change, which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Consultant. If the change order is prepared by the Consultant, it shall be approved by Public Works and signed by the Consultant and the County. For Board approved supplemental amount to the Contract, a change order shall be prepared and executed by the Director or his designee to effectuate the increase in Contract amount.

9. Assignment and Delegation/Mergers or Acquisitions

- a. The Consultant shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Consultant is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- b. The Consultant shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.
- c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any person or entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. 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.

10. Authorization Warranty

The Consultant represents and warrants that the person executing this Contract for the

Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

11. Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Consultant under this Contract shall also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Contract.

12. Compliance with Applicable Law

- a. In the performance of this Contract, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- b. Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any

settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

13. Compliance with Civil Rights Laws

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Consultant shall comply with Consultant's EEO Certification.

14. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Consultant Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Consultant, has demonstrated to the County's satisfaction either that Consultant is not a Consultant as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Paragraph, Consultant means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Consultant. Full-time means 40 hours or more worked per week, or a lesser number of hours if:
 - 1) the lesser number is a recognized industry standard as determined by the County,
 - or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services

for the County under the Contract, the subconsultant shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

- c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of Consultant or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside the Jury Service Program's definition of Consultant and/or that Consultant continues to qualify for an exception to the Program.
- d. Consultant's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Consultant and/or bar Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

15. Confidentiality

Consultant shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the

event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

16. 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. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

Consultant represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Consultant warrants that it is not now aware of any facts that create a conflict of interest. If Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph may be a material breach of this Contract subjecting Consultant to either Contract termination for default or debarment proceedings or both.

17. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

18. Consideration of Hiring GAIN/GROW Program Participants

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

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

19. Background and Security Investigations

- a. Each of Consultant's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Consultant, regardless of whether the member of Consultant's staff passes or fails the background investigation.
- b. If a member of Consultant's staff does not pass the background investigation, County may request that the member of Consultant's staff be removed immediately from performing services under the Contract. Consultant shall comply with County's request at any time during the term of the Contract. County will not provide to Consultant or to Consultant's staff any information obtained through the County's background investigation.
- c. County, in its sole discretion, may immediately deny or terminate facility access to any member of Consultant's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- d. Disqualification of any member of Consultant's staff pursuant to this Paragraph shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

20. CARD Track/Monitoring Database

The County maintains databases that track/monitor Consultant performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

21. Compliance with County's Zero Tolerance Human Trafficking

Consultant acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Consultants from engaging in human trafficking.

If a Consultant or member of Consultant's staff is convicted of a human trafficking offense, the County shall require that the Consultant or member of Consultant's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Consultant's staff pursuant to this Paragraph shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

22. Compliance with Fair Chance Employment Practices:

Consultant, and its subconsultants, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Consultant's violation of this paragraph 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 Contract.

23. Compliance with the County Policy of Equity:

The consultant acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The consultant further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The consultant, its employees and subconsultants acknowledge and certify receipt and understanding of the CPOE. Failure of the

consultant, its employees or its subconsultants to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the consultant to termination of contractual agreements as well as civil liability.

24. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Consultants.
- b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other Contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Consultant may have with the County.
- c. The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- d. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.
- e. The Consultant 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 Consultant Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant

should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Consultant Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- h. The Consultant Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Consultant Hearing Board will provide notice of the hearing on the request. At the hearing, the Consultant Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

The Consultant Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Consultant Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Consultant Hearing Board.

- i. These terms shall also apply to subconsultants of County Consultants.

25. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

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 Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

26. 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.

27. County's Quality Assurance Plan

The County, or its agent, will monitor the Consultant's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Consultant's compliance with all Contract terms and conditions and performance standards. Consultant deficiencies which County determines are significant or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board and listed in the appropriate Consultant performance database. The report to the Board will include improvement/corrective action measures taken by the 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.

28. 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.

29. Damage to County Facilities, Buildings Grounds

- a. When applicable, the Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- b. If the Consultant fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

30. Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- a. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- b. The Consultant shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the

payment and comply with all accounting, record keeping, and tax reporting requirements.

- c. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- d. At any time during the duration of the agreement/contract, a Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not Feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

31. Disallowed Cost

If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

32. 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.

33. Facsimile/Electronic Representations

The County and the Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement, Change Orders and amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. Consultant and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

34. Fair Labor Standards

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.

35. Force Majeure

- a. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-paragraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.
- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

36. Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

37. Termination for Improper Consideration

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

The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

38. Independent Consultant 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. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the 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.

39. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 2 of this Agreement. The insurance requirements set forth in Attachment 2 are the County's basic requirements. The County reserves the right to add additional insurance types and/or adjust the limits on a project-by-project basis.

40. Integrated Pest Management Program Compliance

Consultant acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. Consultant certifies compliance on Integrated Pest Management Program Compliance Certification in

Required Forms, that Consultant has reviewed, understands, and will adhere to the County's IPM Program requirements as set forth in Integrated Pest Management Program Compliance and at: www.lacountyipm.org.

Consultant must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

Employee training may be self-certified by Consultants, provided the County has the ability to audit the training, and must include, at a minimum, the following:

- The potential for pesticide-related surface water toxicity;
- Proper use, handling, and disposal of pesticides;
- Least toxic methods of pest prevention and control, including IPM; and
- Reduction of pesticide use.

All users of commercial pesticides are required by State law to provide a monthly pesticide report to the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM). In addition to the mandatory monthly reporting requirement, Consultant shall provide to the Department, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary shall include all of the following:

- Product trade name
- Active ingredient(s)
- EPA Registration Number
- Total amount used

The units reported shall be appropriate to the product (gallons, ounces, pounds, etc.). This provision shall apply when applicable to the scope of work being performed.

41. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the

Consultant from the County, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.

- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction, and that the Consultant shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.
- c. The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.
- d. This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Paragraph b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

42. Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization

When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subconsultants using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each

subconsultant.

In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (LSBE), (i.e., whether any of the listed subconsultants are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project. The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Consultant to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Consultant Services Agreement, Liquidated Damages Paragraph, and that the Consultant shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to the Consultant.

43. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

44. Most Favored Public Entity

If the Consultant's prices decline, or should the Consultant at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at

prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

45. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- f. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.
- g. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to

determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

46. Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Contract shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

47. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

48. Notice of Disputes

The Consultant shall bring to the attention of the County's Project Manager and/or County's Project Manager's Supervisor any dispute between the County and the Consultant regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Manager's Supervisor is not able to resolve the dispute, the Director of Public Works or his/her designee shall resolve it.

49. 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.

50. Notices

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

COUNTY

CONSULTANT

Public Works
Business Relations and Contracts Division
Contracts Section II, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-2584
rrubio@dpw.lacounty.gov

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

51. Ownership of County Materials

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

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

- b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not

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

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

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

- d. Consultant shall affix the following notice to all County Materials: "© Copyright 2022 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.
- f. If directed to do so by County, Consultant will place the County name and County

logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

52. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Consultant and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

53. Prohibition from Participation in Future Solicitation(s)

The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm (collectively "firm") from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development or preparation of the solicitation document(s).

A Bidder/Proposer, or a Contractor or its subsidiary or Subcontractor ("Bidder/Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Proposer/Contractor has provided advice or consultation for the solicitation. A Bidder/Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Bidder/Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Contract.

54. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary."

The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- b. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the Public Records Act.

55. Publicity

- a. The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:
 - i. The Consultant shall develop all publicity material in a professional manner; and
 - ii. During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director of Public Works or his/her designee. The County shall not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

56. Record Retention and Inspection/Audit Settlement

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited

to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- c. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

57. Recycled Bond Paper

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 this Contract.

58. Subcontracting

- a. The requirements of this Contract may not be subcontracted by the Consultant without the advance approval of the County. Subconsultants listed in the Consultant's Proposals are approved by County, unless otherwise indicated by County. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- b. If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request.
 - A description of the work to be performed by the Subconsultant;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- c. The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.
- d. The County does not have contractual privity with the subconsultant. The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract. Consultant shall remain fully responsible for services rendered by any subconsultant pursuant to a subcontract between the Consultant and subconsultant.
- e. The Consultant shall be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- f. The Consultant shall obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the County from each approved Subconsultant. The Consultant shall ensure delivery by e-mail of all such documents to:

Public Works
Business Relations and Contracts Division
Contracts Section II
Contract Administrator: Rori Rubio
Email Address: rrubio@dpw.lacounty.gov

before any Subconsultant employee may perform any work hereunder.

59. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Consultant to maintain compliance with the requirements set forth in rounds upon which the County may terminate or suspend this Contract pursuant to Termination/Suspension for Default and pursue debarment of the Consultant, pursuant to County Code Chapter 2.202.

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

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

61. Termination/Suspension for Convenience

- a. This Contract may be terminated or suspended, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination or suspension of work hereunder shall be effected by notice of termination or suspension to the Consultant specifying the extent to which performance of work is terminated or suspended and the date upon which such termination or suspension becomes effective. The date upon which such termination or suspension becomes effective shall be no less than three (3) days after the notice is sent.
- b. After receipt of a notice of termination or suspension and except as otherwise directed by the County, the Consultant shall 1) stop work under this Contract on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated or suspended by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained

by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Paragraph.

- d. County shall not incur any liability to Consultant, other than payment for work already performed, up to the date of termination or suspension.

62. Termination/Suspension for Default

- a. The County may, by written notice to the Consultant, terminate or suspend the whole or any part of this Contract, if, in the judgment of the Director or Public Works or his/her designee:
 - Consultant has materially breached this Contract; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- b. In the event that the County terminates or suspends this Contract in whole or in part as provided in this Paragraph, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated or suspended. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Consultant shall continue the performance of this Contract to the extent not terminated or suspended under the provisions of this sub-paragraph.
- c. Except with respect to defaults of any Subconsultant, the Consultant shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant

and Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph, the term "Subconsultant(s)" means Subconsultant(s) at any tier.

- d. If, after the County has given notice of termination or suspension under the provisions of this Paragraph, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to Termination/Suspension for Convenience Paragraph.
- e. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

63. Termination/Suspension for Improper Consideration

County may, by written notice to Consultant, immediately terminate or suspend 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 or suspension, 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.

64. Termination/Suspension for Insolvency

- a. The County may terminate or suspend this Contract forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The

Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.

- b. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

65. Termination/Suspension for Non-Adherence of County Lobbyist Ordinance

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

66. Termination/Suspension for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate or suspend as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

67. Time Off for Voting

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

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

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

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

69. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

70. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

71. Warranty Against Contingent Fees

- a. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.
- b. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

72. Prevailing Wage Requirements

This work includes prevailing wage and non-prevailing wage work.

a. Prevailing Wages

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Consultant is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Consultant agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the Public Works, Construction Division, and will be made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Consultant shall comply with the requirements of Section 1812 of the Labor Code. The Consultant shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Consultant shall comply with the provisions of Section 1773.2 of the Labor Code. The Consultant shall post a copy of the prevailing wage rates at the worksite

and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Consultants and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 West Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>."

d. Certified Payroll Records

The Consultant shall comply with the requirements of Section 1776 of the Labor Code. Consultant and Subconsultants, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

- e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

73. Advertising and Other External Communications About the Project

Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the project; and (2) any advertising or promotion of the project and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

74. COVID-19 Requirement for County Contractor Personnel

When applicable and required by the County, the Contractor shall comply with all other applicable local, departmental, State, and federal laws, regulations, and requirements for COVID-19.

75. Additional Information Technology (IT) Provisions

Attachment 3, Additional IT Provisions and Attachment 4, Information Security and Privacy Requirements, are incorporated into this Contract.

76. Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole

discretion of the County.

77. 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 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

NAME OF CONSULTANT

By _____
Deputy Director of Public Works

By _____
President

Type/Print Name

By _____
Secretary

Type/Print Name

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel

Type/Print Name

ATTACHMENT 1

**ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
SCOPE OF SERVICES
RFP NUMBER: BRC0000420**

1. SCOPE OF SERVICES

The services to be rendered on an on-call basis by the Consultant shall include all services and provisions as described herein, and shall consist of all services customarily rendered when providing On-Call Engineering, Operation and Maintenance, Water Quality Monitoring and Assessment, and Best Management Practices (BMP) Optimization Services.

The consultant shall have the following minimum requirements:

- Expertise in Operation and Maintenance of BMP devices and stormwater quality systems.
- Knowledge of development and operation of telemetry and Supervisory Control and Data Acquisition (SCADA) systems associated with stormwater systems.
- Expertise in water quality, chemistry, microbiology, toxicology, zoology, botany, water resources and environmental engineering.
- Expertise in water quality sampling, laboratory analysis, computer modeling, data analysis, environmental planning, evaluating stormwater BMPs, and Geographic Information System (GIS).
- Utilize State Environmental Laboratory Accreditation Program (ELAP) certified laboratory, with preferred participation in Southern California Stormwater Monitoring Coalition's (SMC) laboratory intercalibration projects.
- Working knowledge of federal and state water quality and environmental laws, including, but not limited to, Clean Water Act, Safe Drinking Water Act, California Water Code, California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA).
- Sound knowledge of monitoring requirements for National Pollutant Discharge Elimination System (NPDES) permits, Municipal Separate Storm Sewer System (MS4) Permits, Waste Discharge Requirements (WDRs), Total Maximum Daily Loads (TMDLs), 404 permits, and 401 Certifications in Los Angeles County.
- Sound knowledge of federal and state water quality standards applicable to the Los Angeles Region, including, but not limited to, the Los Angeles Water Quality Control Plan (Basin Plan), the California Toxics Rule (CTR), the California Ocean Plan, the California Inland Surface Waters, Enclosed Bays, and Estuaries Plan, and Drinking Water Standards.
- Knowledge in development of vocational training and certification classes and

courses for stormwater quality-related projects and programs.

- Knowledge in development of Operation, Maintenance, and Monitoring Plans for Stormwater Projects.

The Scope of Services shall include, but is not limited to, the following:

A. Best Management Practices Operation and Maintenance, Monitoring and Optimization

Structural and non-structural best management practices (BMPs) are often implemented to help improve water quality, and/or mitigate downstream impacts. Structural BMPs include, but are not limited to, regional stormwater capture and treatment systems, trash capture devices, low-flow diversions, dry wells, various on-site low impact development practices, off-site mitigation measures, sediment removal/mitigation practices, and green streets. Non-structural BMPs may include institutional controls, such as ordinances and policies. The assessment of the effectiveness and optimization of these BMPs requires sound operation, maintenance, and monitoring. Further, BMP-related grant agreements often require monitoring. To this end, the consultant shall have the following:

- Ability to operate and maintain structural BMPs, including but not limited to regional stormwater capture and treatment systems, trash capture devices, low-flow diversions, dry wells, various on-site low impact development practices, off-site mitigation measures, sediment removal/mitigation practices, and green streets.
- Ability to operate and maintain above-ground landscaping and recreational components associated with multi-benefit stormwater quality projects, including but not limited to walking paths, benches and tables, and exercise equipment.
- In-depth knowledge of BMPs and innovative technologies commonly used for water quality treatment and/or downstream hydromodification impact mitigation. Such technologies will include complex water harvesting treatment systems, including but not limited to ozone, ultraviolet, and flocculation systems.
- In-depth knowledge of stormwater reuse for irrigation and associated water quality standards and monitoring requirements by the Los Angeles County Public Health.
- Experience with developing and conducting monitoring programs for structural BMP effectiveness assessment, including pre-construction and post-construction monitoring programs.

- Experience with grant-funded BMP projects and their monitoring requirements.

B. Telemetry and SCADA System Implementation and Oversight

Public Works oversees a comprehensive SCADA and Telemetry System, which serves as a resource for operation and maintenance of stormwater infrastructure within the Los Angeles County. All stormwater projects and BMPs completed by Public Works require project-specific telemetry systems to assist with operation and maintenance efforts.

To support these efforts, the consultant shall have the following:

- Experience with developing and managing SCADA and telemetry systems for BMPs and stormwater projects; experience should include Programmable Logic Controller maintenance.
- Ability to integrate project and BMP-specific telemetry systems with Public Works' wider telemetry network, in coordination with Public Works' Information Technology Division.

C. Education and Training

Evolving technologies within the stormwater industry requires the need for continuous education, training, and certification as it relates to BMPs, particularly for operation and maintenance staff. This training may include organizing and preparing seminars/workshops for online and in-person participation for County staff and outside entities.

To support these efforts, the consultant shall have the following:

- Experience in training staff as it relates to the construction, operation, inspection, and maintenance of BMPs.
- Experience in training staff as it relates to monitoring, telemetry and SCADA systems associated with stormwater infrastructure.
- Experience in developing organized and robust training programs, including, but not limited to, reference materials, resources, and tools.
- Experience in developing and providing entry level vocational job training and certification classes and courses for stormwater-related projects and programs.

D. Information Technology Related Work

When Consultants are required to provide Information Technology (IT) services,

software, or software-as-a service (SAAS) solution to the County as part of any scope of work for such services, Consultant shall also comply with the following requirements below:

- The Consultant shall consult with and obtain written approval from Information Technology Division (ITD) to ensure the technology utilized is compatible with the County's IT infrastructure, meets the County's user and functional requirements, and is consistent with Los Angeles County IT standards. IT standards can be provided upon request.
- Once the application, software or website is developed, or the SaaS solution is configured for the County's use, the Consultant shall verify that it works properly and shall coordinate with ITD to perform a technical review. Any technology used that is not compatible or in compliance shall be remedied by the Consultant.
- Upon passing the technical review, the Consultant shall assist ITD to transfer the application, software, SaaS solution, or website to Public Works development environment, if applicable. The transferred application, software, SaaS solution or website shall be tested and verified by Public Works' Stormwater Quality Division (SWQD).
- Upon approval from SWQD, the Consultant shall assist ITD to deploy the application, software, SaaS solution, or website to Public Works production environment.
- The Consultant shall provide all needed user licenses for Public Works use, and at least twelve (12) months of maintenance and support to allow SWQD to operate or use the application, software, SaaS solution, or website in production, address any deficiencies, and make adjustments that weren't discussed during the discovery and development phases.
- Four (4) weeks prior to the end of the Consultant's maintenance and support period, the Consultant shall:
 - Conduct a hand-off meeting to ensure ITD has all the necessary information, access, user licenses, and tools to maintain and support the application, software, SaaS solution, or website.
 - Transfer any perpetual costs associated with the application, software, SaaS solution, or website (licensing, etc.) to Public Works.

2. DELIVERABLES AND SERVICES

This is a deliverable-based service agreement, unless directed by Public Works to use other format of services. Detailed tasks and deliverables under each project will

be developed and approved by the County prior to the start of work.

On some assignments, as determined and approved by Public Works, Consultants may be requested to be stationed in-house at County facilities and provide services under the direction and supervision of Public Works staff.

On some projects, as determined by Public Works, more than one Consultant may be requested to submit project proposals. The Consultant with the best proposal and most qualified staff for the project will be selected. These proposals shall be prepared and submitted at no cost to Public Works.

3. ADDITIONAL REQUIREMENTS

The Consultant shall be compensated monthly, based on work completed and approval by the County. Public Works will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services. Mileage is not reimbursable, unless pre-approved in writing by County.

Public Works will not pay a mark-up on proposal amounts (hourly rates and/or lump sum) for the services of any subconsultants that were included in Consultant's original proposal. Public Works will not pay a mark-up on proposal amounts (hourly rates and/or lump sum) for the services of any Consultant employee or subconsultant that were included in Consultant's original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract. Consultant must have prior written permission from Public Works to use any subconsultants not included in Consultant's original proposal.

Public Works will not pay a mark-up on the reproduction of any reports generated from the services listed in the RFP.

- A. Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred.
- B. Additional Work: Any related work requested but not listed in the Schedule of Fees, including but not limited to transfer of knowledge (transferring knowledge gained by the Consultant during the course of this Agreement to a County-designated personnel), shall be negotiated by the County and the Consultant and may include an additional charge of up to 10% at the sole discretion of the County only if pre-approved in writing by the County.
- C. Public Works Project Manager pre-approval will be required in writing for special costs that are not listed in the Schedule of Fees.

ATTACHMENT 2

INDEMNIFICATION AND INSURANCE PROVISIONS

I. **INDEMNIFICATION**

- A. The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

- B. To the fullest extent permitted by California Civil Code Section 2782.8, the Consultant shall (1) immediately defend and (2) indemnify the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (Indemnified Party) from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. The Consultant’s obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant’s indemnification obligation shall be reduced in proportion to the established comparative liability.

II. **GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs II and III of this Attachment. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

- A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be emailed to the Contract Administrator.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out

of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor

shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling

arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

III. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further,

Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

If the Consultant (Prime Firm) and any of its subconsultants are required to provide Information Technology (IT) services, software, or software-as-a service (SAAS) solution to the County as part of any scope of work for such services, Consultant shall also comply with the following insurance requirements below before any IT services may be assigned.

E. Information Technology Insurance Requirements:

1. Technology Errors and Omissions

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$2 million.

2. Privacy/Network Security (Cyber Liability)

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

ATTACHMENT 3

ADDITIONAL INFORMATION TECHNOLOGY (IT) PROVISIONS

NOTE TO CONSULTANTS: If Consultants are required to provide Information Technology (IT) services, software, or software-as-a service (SAAS) solution to the County as part of any scope of work for the Agreement for On-Call Water Quality Operation Maintenance, Monitoring and Related Services, Consultant shall also comply with the following requirements below. Depending on the scope of services, the amount of software or SAAS solution that is needed, as well as the type of information that is maintained in the software or SAAS solution, the County reserves the right to revise the requirements accordingly.

1. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Terms not defined where they first appear in the Contract shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1.1 Acceptance

The County's written approval of any tasks, subtasks, Support Services, other Services, Deliverables, the System and milestones (if applicable).

1.2 County Data

All of the County information, data, records, and information of County to which Contractor has access, or is otherwise provided to Contractor under this Contract, during the use and/or provisioning of the System, and any data entered/stored/accessed during use of the System by users of the System. Such users include County's contractors, subcontractors and consultants.

1.3 Deliverable(s)

Whether singular or plural, shall mean software, items and/or services provided or to be provided by Contractor under this Contract identified as a deliverable, by designation, number, or context, in the Scope of Services, Exhibits, or any document associated with the foregoing, including all Deliverable(s) in Exhibit A (Scope of Services).

1.4 Documentation

All of Contractor's training course materials, the System specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the System, including, but not limited to, online help screens contained in the System, existing as of the Effective Date and any revisions, supplements, or updates thereto.

1.5 Error

With respect to the System, Support Services, Maintenance Services, other Services, or Deliverables, a failure of the System, Support Services, other Services, or Deliverables to conform to its specifications, or with respect to the System, a failure that impairs the performance of the System when operated in accordance with the Contract.

1.6 Final Acceptance

The System shall achieve "Final Acceptance" when (a) the Contractor's Project Director provides County a signed Acceptance Certificate; and (b) County's Project Director provides Contractor with written approval, as evidenced by the County Project Director's countersignature on such Acceptance Certificate (A.4). The Acceptance Certificate shall not be issued by Contractor until all Errors discovered during the thirty (30) day period following the successful transitioning of the System to production use have been corrected.

1.7 Hosted Services

Services required from Contractor that includes Contractor supplying the hosted hardware, hosted network and hosted operating software for the System.

1.8 System

The Licensed Software, Support Services, Maintenance Services, all related services, equipment, hosting, and any other item required for the Contractor to deploy and provide the Local and Targeted Worker Hire Monitoring and Business Utilization Tracking System to County as a "software as a service," in accordance with this Contract.

1.9 Licensed Software or System Software

Individually each, and collectively all, of the computer programs provided by Contractor under this Contract (including Third-Party Products), including

as to each such program, the processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, and Revisions, and any and all programs otherwise provided by Contractor under this Contract. All Licensed Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by County.

1.10 Maintenance Services

The provision of maintenance and continued management and operation services for the System, as required by a revised Exhibit A (Scope of Services) and otherwise in the Contract, which includes Hosted Services.

1.11 Optional Work

New Software and/or Professional Services, which may be provided by Contractor to County upon County's request and approval.

1.12 Production Use/Productive Use

The actual use of the System in the production environment to (a) process actual live data in County's day-to-day operations and (b) use of the System.

1.13 Professional Services

Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon County's request therefore in the form of Optional Work at the rates provided in Attachment 6 (Schedule of Fees), if applicable. Any related work requested but not listed in the Schedule of Fees shall be negotiated by the County and the Consultant at the sole discretion of the County only if pre-approved in writing by the County.

1.14 Specifications

All specifications, requirements, and standards specified in Exhibit A (Scope of Services); all performance requirements and standards specified in this Contract, Documentation for the Licensed Software, to the extent not inconsistent with any of the foregoing; all specifications for the Licensed Software provided or made available by Contractor under this Contract, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to County in its sole discretion; and all written and/or electronic materials furnished or made available by or through Contractor regarding the System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other System criteria or any

element of the System, but only to the extent not inconsistent with any of the foregoing.

1.15 Revisions

Changes to the Licensed Software, including but not limited to: (a) a bug fix, patch, or redistribution of the Licensed Software that corrects an error as well as addresses common functional and performance issues, including Error corrections; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements; or (c) any modifications to the Licensed Software designed to improve its operation, usefulness, or completeness that is made generally available by Contractor to its other customers.

1.16 Services

Collectively, all functions, responsibilities, tasks, Deliverables, goods, and other services: (a) identified in Exhibit A (Scope of Services), including Hosting Services, Maintenance Services and Support Services; (b) identified in this Contract as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Contract. These services include any implementation services, maintenance services, support services, and training.

1.17 Support Services

As defined in Attachment 1 (Scope of Services).

1.18 Third Party Product (If Applicable)

All software and content licensed, leased or otherwise obtained by Contractor from a third-party, and used with the System or used for the performance of the Services and which is expressly identified as Third Party Product as indicated in the Attachment (of the referenced Third Party Product) when issuing work order.

1.19 Work Product

All Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation,

training materials, and other tangible objects produced by Contractor under this Contract. However, Work Product does not include (a) any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by Contractor prior to performance or independent of this Contract ("Background Intellectual Property") or (b) the Licensed Software or any modifications thereto made by Contractor.

1.20 Users

All County defined users of the System, which may include County employees, consultants, contractors, and subcontractors.

2. LICENSED SOFTWARE AND INTELLECTUAL PROPERTY.

2.1 License Grant

2.1.1 Scope of License

Subject to the terms and conditions of this Contract, Contractor grants to County a fully-paid, worldwide, non-exclusive license to use the System and Documentation for County's business purposes and activities ("License") during the Contract Term, including any Revisions to the System and any new version releases and upgrades to the System. For the purposes of this License Grant, the term "use" as it applies to System means to copy, install, access, execute, operate, distribute, archive and run unlimited copies of the System and by an unlimited number of users for installation, test, development, production, support, archival, emergency restart, and disaster recovery purposes. Without limitation of the above, County's business purposes and activities will include making the System available for use to County, and its contractors and consultants. This License shall cover the County, and its contractors and consultants, and there shall be no additional cost for licensing separately applied by Contractor to County's contractors, subcontractors and consultants.

2.1.2 Documentation

At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the System. If the Documentation for the System is revised or supplemented at any

time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel or County designees and users of the System, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and users' use of the System as permitted in this Contract, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form.

2.2 Revisions

2.2.1 Notice of Revisions

Contractor may from time to time make material revisions to the Licensed Software. In the event of such Revisions, (a) the Revision of the Licensed Software will include at least the functionality, level, or quality of services that County previously received and shall continue to comply with all of the requirements of this Contract, and (b) County shall be provided, at least sixty (60) days in advance of any such changes, written notice and a demonstration of such changes. If such advanced demonstration reveals material adverse effects on functionality or operation of the Licensed Software and/or the System, including, but not limited to, a failure to comply with the requirements of this Contract, or compatibility with County's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then County may in its sole discretion reject such changes, and remain on the current Revision of the Licensed Software and continue to receive support and maintenance services as required hereunder for the remainder of the term of the Contract.

2.2.2 Revisions During Term

During the term of this Contract, all Revisions (including Displaced/Renamed Products) shall be provided to County at no additional charge beyond the fees payable hereunder, regardless of whether Contractor charges other customers for such Revisions. During the term of this Contract, if (a) the Licensed Software is displaced in Contractor's product line by another product or (b) a renamed product containing substantially similar functionality to the Licensed Software is distributed by Contractor (even if the renamed product contains additional features, functionality, or other

capabilities) (each a "Displaced/Renamed Product"), County shall receive such Displaced/Renamed Product as a Revision.

2.3 Work Product and Background Intellectual Property

2.3.1 Ownership of County Data

All County Data provided or made accessible to Contractor is and shall remain the property of County. Upon termination or expiration of the Contract for any reason, or upon County's written request at any time, the Contractor shall provide County, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the County's request, any County Data or other proprietary data belonging to the County stored within the System. Such data will be provided to the County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by County. At the County's option, the Contractor shall destroy all originals and copies of all such data, and other related information or documents.

2.3.2 Ownership of Background Intellectual Property & Licensed Software

Contractor retains all right, title and interest in and to any such Background Intellectual Property and Licensed Software (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to fully exploit such Work Product or the System, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to County in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL."

2.4 Third Party Product (If Applicable)

The Contractor shall not use any Third Party Product in the System, except for those identified in the Attachment (of the referenced Third Party Product) when issuing work order, without the prior written approval of the County to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Product to County in connection with this Contract, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, worldwide, perpetual, non-exclusive license for County and County's agents and assigns, to use the Third Party Product for County's business purposes and activities.

3. SERVICES.

3.1 Services Generally

The Contractor will provide and implement the System as specified in this Contract. The Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, and retain the responsibilities set forth in this Contract, and more specifically, Exhibit A (Scope of Services). Contractor shall provide the Services without causing a material disruption of County's operations. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.2 Training

As part of the Services, Contractor shall provide the training to County and its personnel set forth in Exhibit A (Scope of Services) at no additional charge to County. In addition, County may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all customers and/or licensees.

3.3 Support Services and Maintenance Services

Contractor shall provide all needed Support Services and Maintenance Services described in the revised Exhibit A (Scope of Services) or otherwise in this Contract. The Support Services and Maintenance Services shall commence on the Final Acceptance of the System. There shall be no additional charge to County for on-site Support Services or Maintenance Services to remedy a breach of this agreement, to correct a failure of the System to conform to the Specifications, or to fulfill Contractor's obligations.

4. ACCEPTANCE

4.1 Acceptance Criteria

The System, Services, Deliverables, and milestones (if applicable) may be subject to acceptance testing consisting of a review session for a time period determined by the County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the parties and this Paragraph (Acceptance) (the "Acceptance Criteria"). Such Acceptance Criteria shall be based, at a minimum, on conformance of the System, Services, and Deliverables, to the Specifications. In the event the parties fail to agree upon Acceptance Criteria, the acceptability of the System, Services, Deliverables, and milestones, and the System as a whole, shall be based solely on County's reasonable satisfaction therewith.

4.2 Acceptance Tests

When Contractor notifies County that the System has been implemented as required in Exhibit A (Scope of Services) or that a Service, Deliverable, or milestone (if applicable) has been completed, County may, in its sole discretion, elect to test or evaluate the related System, Services, Deliverables, and/or milestones to determine whether they comply in all material respects with the Acceptance Criteria and the System, as a whole, is operating in accordance with the Specifications. Testing may be performed at various stages of the Implementation Services as set forth in Exhibit A (Scope of Services), or otherwise deemed appropriate by County.

For each test, Contractor shall provide County testing scenarios consistent with Contractor's best practices for the applicable System, Service, Deliverable, and/or milestone.

4.3 Production Use

The System shall be ready for Production Use when the County Project Director, or his/her designee, approves in writing the System.

4.4 Final Acceptance

4.4.1 Conduct Performance Verification

Following successful transitioning of the System to Production Use, County will monitor for Errors and Contractor shall maintain the System in Production Use for a minimum of thirty (30) consecutive days. Upon occurrence of an Error, Contractor shall provide County with a diagnosis of the Error and proposed solution(s), and

Contractor shall correct such Error by re-performance pursuant to, and subject to, the provisions of this Contract. County and Contractor shall agree upon each such proposed solutions to be used to correct an Error(s) prior to its implementation.

Commencing with Final Acceptance and continuing through the Warranty Period, any problems encountered by County in the use of the System shall be subject to the applicable terms under the Contract as more fully described in Exhibit A (Scope of Services).

4.4.2 Final Acceptance

The System shall achieve "Final Acceptance" when (a) the Contractor's Project Director provides County written confirmation that the System has been successfully delivered; and (b) County's Project Director provides Contractor with written approval. The request for Final Acceptance shall not be used by Contractor until all Errors discovered during the thirty (30) day period following the successful transitioning of the System to Production Use have been corrected.

4.5 Failed Testing

4.5.1 If the County's Project Director makes a good faith determination at any time that the System (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Sub-paragraph (Failed Testing) as "Designated Test"), the County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System, Services, Deliverables, and/or milestones failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System, Services, Deliverables, milestones, and/or System as will permit the System, Services, Deliverables, milestones, and/or System to be ready for retesting. Contractor shall notify the County's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test.

5. INTENTIONALLY OMMITTED

6. DISABLING DEVICE

Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County Data or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or any user or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively, "Disabling Device(s)"), which could block access to or prevent the use of the System or any component by County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the System or Revisions thereto prior to the installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

7. NON-INFRINGEMENT

To the best of Contractor's knowledge, the System, Services and the Deliverables shall not contain defamatory or indecent matter, and County's permitted use of the System, Services, including Implementation Services, Support Services, and Deliverables will not infringe the intellectual property rights of any third party.

8. PENDING LITIGATION

There is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information, Contractor has no knowledge of a failure of the System to perform in accordance with the requirements of this Contract.

9. ASSIGNMENT OF WARRANTIES

To the extent permissible under the applicable third party Agreements, Contractor hereby assigns and agrees to deliver to County all representations and warranties received by Contractor from its third party licensors and suppliers, including hardware vendors.

10. OTHER WARRANTIES

During the term of this Contract, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System (or any part thereof) in accordance with this Contract. This Contract and the System licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. County is entitled to use the System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the System contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading.

11. MAINTENANCE SERVICES

During the term of this Contract, Contractor shall provide the Maintenance Services and remedy Errors within the Resolution Time Requirements as described in a revised Exhibit A (Scope of Services) or otherwise in the Contract, in exchange for County's payment of the applicable fees set forth on Attachment 6 (Schedule of Fees) in accordance with this Contract. There shall be no additional charge to County for on-site support services beyond the applicable Maintenance Services fees set forth in Exhibit B (Pricing Schedule) to remedy a breach of this agreement, to correct a failure of the System to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Contract.

12. SYSTEM PERFORMANCE REQUIREMENTS

Contractor represents and warrants that when operated in conformance with the terms of this Contract, the Licensed Software and/or Services (as applicable) shall achieve the System Performance Requirements set forth in Exhibit A (Scope of Services).

13. DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>.

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County Data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County Data was destroyed and is unusable, unreadable, and/or undecipherable.

14. TERMINATION TRANSITION SERVICES

14.1 For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("**Transition Period**"), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order.

14.2 Upon the expiration or termination of this Contract, County may require Contractor to provide services at no additional cost to assist County to transition System operations from Contractor to County or County's designated third party ("**Transition Services**"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by Contractor, Contractor shall perform Transition Services at no cost to County. Contractor shall provide County with all of the Transition Services as provided in this Section 14 (Termination Transition Services). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Section 14 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate

remedy. Compliance with this Section 14 (Termination Transition Services) by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

ATTACHMENT 4

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

NOTE TO CONSULTANTS: If Consultants are required to provide Information Technology (IT) services, software, or software-as-a service (SAAS) solution to the County as part of any scope of work for such services for the Agreement for On-Call Water Quality Operation Maintenance, Monitoring and Related Services, Consultant shall also comply with the following requirements below. Depending on the scope of services, the amount of software or SAAS solution that is needed, as well as the type of information that is maintained in the software or SAAS solution, the County reserves the right to revise the requirements accordingly.

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.

- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through

fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall

return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief

Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Chief Information Security
Officer
320 W Temple, 7th Floor
Los Angeles, CA
90012 (213) 253-
5659

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th
Floor Los Angeles, CA
90012 (213) 351-5363

Departmental Information Security Officer:

Name: Paul Lam
Departmental Information Security Officer Address:
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: (626) 458-5929
Email address: pslam@dpw.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law

enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.

- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit

unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to :

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

ATTACHMENT 5

**ACKNOWLEDGEMENT, CONFIDENTIALITY, & COPYRIGHT ASSIGNMENT
AGREEMENT FORM REQUIRED AT THE TIME OF AGREEMENT
EXECUTION**

EXHIBIT X
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

ATTACHMENT 5

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT X
CONTRACTOR NON- EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____

Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information.

Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Agreement or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT X

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of Los Angeles Agreement Number _____ for _____, dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

ATTACHMENT 6

Each consultant's fee schedule will be inserted as Attachment 6

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

5/21/2024

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
STORMWATER QUALITY DIVISION
RFP NO. BRC0000420**

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	-

Classification	Hourly Rate (No Prevailing Wage Rates)
Senior Vice President	\$ 475.00
Principal Technical Specialist	\$ 450.00
Principal-In-Charge	\$ 450.00
Vice President	\$ 445.00
Project Director	\$ 435.00
Technical Advisor	\$ 435.00
Principal Task Order Manager	\$ 430.00
Project Principal	\$ 430.00
Principal Application Developer	\$ 425.00
Principal Technical Advisor	\$ 415.00
Program Manager	\$ 400.00
Supervisor/Administrator	\$ 395.00
Principal Water Quality Analyst	\$ 390.00
Principal Engineer	\$ 385.00
Instrumentation & Controls Specialist	\$ 370.00
Principal Cost Estimator	\$ 370.00
Project Manager 4	\$ 370.00
Principal Planner	\$ 360.00
Principal Scientist	\$ 360.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	-

Classification	Hourly Rate (No Prevailing Wage Rates)
Groundwater Modeler: Principal	\$ 350.00
Project Manager 3	\$ 345.00
Principal Construction Manager	\$ 345.00
Communications Director	\$ 335.00
Principal Engineering Technician	\$ 335.00
Principal HSE Manager	\$ 335.00
Senior Technical Advisor	\$ 335.00

Classification	Hourly Rate
Deputy Supervisor/Administrator	\$ 330.00
Principal Field Inspector	\$ 320.00
Project Manager 2	\$ 320.00
Principal CAD Technician	\$ 315.00
Senior Technical Specialist	\$ 315.00
Principal Geologist	\$ 310.00
Senior Water Quality Manager	\$ 305.00
Task Order Manager	\$ 300.00
Field Supervisor	\$ 295.00
HSE Manager	\$ 295.00
Project Manager 1	\$ 295.00
Senior Construction Manager	\$ 295.00
Principal GIS Technician	\$ 290.00
Senior Cost Estimator	\$ 280.00
Lead Database Specialist	\$ 260.00
Groundwater Modeler III	\$ 260.00
Creative Strategist	\$ 255.00
Estimator/Scheduler	\$ 255.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Classification	Hourly Rate
Senior Task Order Manager	\$ 255.00
Senior Engineer	\$ 245.00
Project Controls-Sr. Scheduler	\$ 240.00
Regulatory Permit Specialist	\$ 240.00
SWPPP (QSP/CSD)	\$ 240.00
Water Quality Analyst	\$ 240.00
Labor Compliance Analyst II	\$ 230.00
Cost Estimator	\$ 225.00
Senior Database Specialist	\$ 220.00
Senior Field Inspector	\$ 220.00
Environmental Analyst	\$ 215.00
HSE Support	\$ 215.00
NEPA/CEQA Planner	\$ 215.00
Right of Way (ROW) Manager	\$ 215.00
Senior Engineering Technician	\$ 215.00
Senior Geologist	\$ 215.00
Senior Scientist	\$ 215.00
Grant Support Staff	\$ 200.00
Senior GIS Technician	\$ 200.00
Project Controls	\$ 200.00
Finance Analyst	\$ 200.00
Resident Engineer	\$ 200.00
Senior Planner	\$ 200.00
Staff Field Inspector	\$ 200.00
Groundwater Modeler II	\$ 195.00
Outreach Specialist	\$ 190.00
Staff CAD Technician	\$ 190.00
Staff Engineer	\$ 190.00
Labor Compliance Analyst I	\$ 185.00
Field Technician	\$ 180.00
Field / Laboratory Technician	\$ 180.00
Project Controls-Estimator	\$ 180.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Classification	Hourly Rate
Regulatory Support Specialist	\$ 180.00
Right of Way (ROW) Engineer/Specialist	\$ 180.00
Senior CAD Technician	\$ 180.00
Staff Construction Manager	\$ 180.00
Technical Editing/Writer	\$ 180.00
Permit Processor	\$ 175.00
Staff Engineering Technician	\$ 175.00
Staff Technical Specialist	\$ 170.00
Staff GIS Technician	\$ 170.00
Associate Application Developer	\$ 165.00
Associate Geologist	\$ 165.00
Associate Technical Specialist	\$ 165.00
Irrigation Designer	\$ 165.00
Staff Geologist	\$ 165.00
Associate Engineer	\$ 165.00
Associate Field Inspector	\$ 165.00
Associate Engineering Technician	\$ 160.00
Staff Scientist	\$ 160.00
Associate CAD Technician	\$ 160.00
Associate GIS Technician	\$ 160.00
Community Outreach Staff	\$ 160.00
Research Analyst	\$ 160.00
Staff Planner	\$ 160.00
Technical Editor	\$ 160.00
Associate Scientist	\$ 155.00
Associate Planner	\$ 155.00
Project Coordinator	\$ 155.00
Associate Database Specialist	\$ 150.00
Associate Construction Manager	\$ 150.00
Groundwater Modeler I	\$ 145.00
Project Support Assistant	\$ 145.00
Assistant Technical Specialist	\$ 145.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Classification	Hourly Rate
Assistant Construction Manager	\$ 140.00
Assistant Field Inspector	\$ 140.00
Assistant Geologist	\$ 140.00
Assistant Scientist	\$ 140.00
Right of Way (ROW) Support	\$ 140.00
Assistant Planner	\$ 130.00
Assistant Engineer	\$ 125.00
Administrative Support	\$ 125.00
Assistant CAD Technician	\$ 125.00
Assistant Engineering Technician	\$ 125.00
Assistant GIS Technician	\$ 125.00
Intern	\$ 120.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
STORMWATER QUALITY DIVISION
RFP NO. BRC0000420**

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	Aztec Film

Classification	Hourly Rate (No Prevailing Wage Rates)
Video Producer/Editor	\$150.00
Video Producer/Director	\$150.00
Platform Architect	\$150.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
STORMWATER QUALITY DIVISION
RFP NO. BRC0000420**

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	Conservation Corps of Long Beach (Prevailing Wage Rates do not apply)

Classification	Hourly Rate
Corps member Provisional Rate (all inclusive, fully burdened rate)	\$55

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
STORMWATER QUALITY DIVISION
RFP NO. BRC0000420**

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	Craftwater Engineering, Inc.

Classification	Hourly Rate (No Prevailing Wage Rates)
President	\$ 350.10
Vice President	\$ 350.10
Project Principal	\$ 350.10
Senior Project Manager	\$ 334.73
Project Manager 5	\$ 312.97
Project Manager 4	\$ 295.00
Project Manager 3	\$ 268.00
Project Manager 2	\$ 248.00
Project Manager 1	\$ 230.00
Principal Engineer	\$ 350.10
Senior Engineer	\$ 275.83
Engineer (Staff Engineer)	\$ 249.31
Assistant Engineer	\$ 184.00
Senior Scientist	\$ 275.83
Scientist (Staff Scientist)	\$ 249.31
Administrative Support	\$ 172.00
Associate Project Manager	\$ 297.05
Contract Administrator	\$ 182.00
GIS Specialist	\$ 194.00
Water Resources Engineer (Hydrologist)	\$ 222.83
Jr. Engineer	\$ 184.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Jr. Water Resources Specialist or Hydrologist	\$ 184.00
Sr. Water Resources Specialist or Hydrologist	\$ 222.83

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

SCHEDULE OF FEES

ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING AND RELATED SERVICES

STORMWATER QUALITY DIVISION

RFP NO. BRC0000420

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	CWE

Classification	Hourly Rate (No Prevailing Wage Rates)
Senior Principal	\$410.00
Principal	\$399.00
Associate Principal	\$387.00
Technical Advisor	\$380.00
Health and Safety Manager	\$380.00
Senior Project Manager	\$365.00
Project/Task Order Manager	\$347.00
Principal Engineer	\$325.00
Senior Civil Engineer	\$306.00
Civil Engineer	\$287.00
Associate Civil Engineer	\$267.00
GIS Analyst	\$206.00
Senior Environmental Planner	\$279.00
Environmental Planner	\$214.00
Principal Environmental Scientist	\$320.00
Senior Environmental Scientist	\$300.00
Environmental Scientist	\$252.00
Environmental Analyst	\$215.00
Field Supervisor	\$285.00
Field Technician	\$200.00
Senior Engineering Technician	\$215.00
Engineering Technician	\$185.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Associate Engineering Technician	\$160.00
Construction Manager	\$280.00
Senior Construction Inspector	\$245.00
Construction Inspector	\$205.00
Graphic Designer	\$166.00
Grant Writer	\$225.00
Senior Project Coordinator	\$170.00
Administrative Support	\$159.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
STORMWATER QUALITY DIVISION
RFP NO. BRC0000420**

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	Downstream Services Inc.

Classification	Hourly Rate (Prevailing Wage)
Confined Space Entry Equipment – DAY	\$496.13
SCBA Equipment – DAY	\$275.63
Sampling, Testing, & Disposal – LS	\$(Quoted per project)
Materials – LS	\$(Quoted per project)
Camel Jet/Vacuum Combo Truck – HR	\$341.78
Mini Pumper Truck 750 Gallon – HR	\$253.58
Trailer Jetter w/ Pickup Truck – HR	\$228.22
Pumper Truck 4000 Gallon – HR	\$263.50
Water Truck 2000 Gallon – HR	\$245.86
CCTV Inspection Truck – HR	\$250.27
Robotic Cutter Truck – HR	\$335.16
Traffic Control Truck – HR	\$210.58
Roll Off Truck – HR	\$246.96
Pickup Truck – HR	\$25.36
Utility Truck – HR	\$49.61
Specialty Cleaning Nozzle – HR	\$5.51
Attenuator Trailer – DAY	\$578.81
Changeable Message Board – DAY	\$289.96
Flashing Arrow Board – DAY	\$162.07
Transportable Treatment Unit 10-15 CY – DAY	\$72.77

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Transportable Treatment Unit 20 Cubic Yard – DAY	\$81.59
Offsite Systems/QAQC Analyst - HR	\$144.43
Offsite Project Manager – HR	\$180.81
Foreman w/ Pickup Truck – HR	\$230.42
Laborer – HR	\$169.79

Classification	Hourly Rate (Emergency Response Prevailing-Wage)
Emergency Response Fee – EA	\$275.63
ER Camel Jet/Vacuum Combo Truck – HR	\$461.95
ER Mini Pumper Truck 750 Gallon – HR	\$342.88
ER Trailer Jetter w/ Pickup Truck – HR	\$307.60
ER Pumper Truck 4000 Gallon – HR	\$356.11
ER Water Truck 2000 Gallon – HR	\$331.85
ER CCTV Inspection Truck – HR	\$337.37
ER Robotic Cutter Truck – HR	\$452.03
ER Traffic Control Truck – HR	\$284.45
ER Roll Off Truck – HR	\$332.96
ER Offsite Systems/QAQC Analyst – HR	\$195.14
ER Offsite Project Manager – HR	\$243.65
ER Foreman w/ Pickup Truck – HR	\$310.91
ER Laborer – HR	\$229.32

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
STORMWATER QUALITY DIVISION
RFP NO. BRC0000420**

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	Eurofins

Analysis	Method	Price per test
Volatile Organic Compounds		
Volatiles	EPA 624/SW-846 8260	\$ 85.00
TTHMs/Short list Volatiles (Site specific)	EPA 624/SW-846 8260	\$ 80.00
BTEX	EPA 624/SW-846 8260	\$ 42.00
BTEX + MTBE	EPA 624/SW-846 8260	\$ 47.00
BTEX	EPA 602/SW-846 8021	\$ 40.00
BTEX+MTBE	EPA 602/SW-846 8021	\$ 45.00
TPH (GRO)	SW846 - 8015	\$ 55.00
Terracore Kit (2 low level vials, 1 Med Level MEOH vial + 5gm sampler)	SW-846 5035	\$ 15.00
Encore Sampler 5 (g) ea.	SW-846 5035	\$ 15.00
TICs	Mass Spectroscopy	\$ 35.00
Semivolatile Organic Compounds		
Semivolatiles (Base/Neutral and Acid Extractables)	EPA 625/SW-846 8270	\$ 195.00
Any Semivolatile Above - Add SIM Analysis to Meet State-Specific Criteria Add	EPA 625/SW-846 8270	\$ 75.00
Polynuclear Aromatics Hydrocarbons-PAH	EPA 625/SW-846 8270	\$ 95.00
EDB & DCBP	SW846-8011	\$ 65.00
Pesticides/PCBs (EPA 608)	EPA 608	\$ 110.00
Organochlorine Pesticides	EPA 608/SW-846 8081	\$ 105.00
PCBs	EPA 608/SW-846 8082	\$ 70.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Chlorinated Herbicides	EPA 615/SW-846 8151	\$	130.00
Organophosphorus Pesticides (EPA 614/SW-846 8141)	EPA 614/SW-846 8141	\$	200.00
TPH (DRO)	SW-846 8015	\$	65.00
Dioxins & Furans *(14 day TAT)	EPA 1613/SW-846 8290	\$	550.00
Drinking Water Dioxin - * (14 day TAT)	EPA 1613	\$	375.00
State-Specific Petroleum Methods			
TPH - Texas 1005	TX-1005	\$	57.00
TPH - Texas 1006	TX-1006	\$	185.00
TPH (GRO)	SW846 8015-Modified	\$	45.00
TPH (DRO)	SW846 8015-Modified	\$	60.00
LA VPH	LA-DEQ	\$	75.00
LA EPH	LA-DEQ	\$	180.00
Oklahoma GRO	SW-846 8015	\$	50.00
Oklahoma DRO	SW-846 8015	\$	70.00
Tennessee GRO	TN -TPH	\$	70.00
Tennessee EPH	TN -TPH	\$	80.00
California GRO	CA-GRO	\$	55.00
California DRO	CA-DRO	\$	75.00
Florida PRO - TPH	FLA - PRO	\$	90.00
Massachusetts VPH	Mass VPH	\$	75.00
Massachusetts EPH (ranges plus targets)	Mass EPH	\$	145.00
Metals			
Individual metals by ICP or ICP/MS (add dig chg.)	EPA 200.7/200.8/SW-846 6010/6020	\$	13.00
Mercury	EPA 245/SW-846 7470/7471	\$	27.00
Low Level Mercury - It does not include Field or Equipment Blank	EPA 1631	\$	150.00
Metals Digestion Fee	SW-846/EPA 200 series	\$	13.00
Laboratory Filtration for Dissolved Metals	Dissolved Metals Filtration	\$	10.00
8 RCRA Metals - includes Mercury (inc. dig fee)	SW-846 6010/6020/7000	\$	90.00
11 RCRA Metals - includes Mercury (inc. dig fee)	SW-846 6010/6020/7000	\$	115.00
Texas 12 Metals - includes Mercury (inc. dig fee)	SW-846 6010/6020/7000	\$	125.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

PPL Metals Package) (inc.dig fee)	EPA 200.7/200.8/SW-846 6010/6020/7000	\$	130.00
TAL Metals Package (inc. dig fee)	EPA 200.7/200.8/SW-846 6010/6020/7000	\$	165.00
Appendix IX Metals Package (inc. dig fee)	SW-846 6010/6020/7000	\$	185.00
Ferrous Iron	Calculation	\$	25.00
General Chemistry			
Acidity	EPA 305.1 /SM2310B	\$	30.00
Alkalinity/Bicarbonate/Carnobate/Hydroxide/P.Alkalinity)	EPA 310.1/SM 2320B	\$	35.00
BOD/CBOD	EPA 405.1/SM 5210B	\$	37.00
Bromide	EPA 300/SW-846 9056	\$	28.00
BTU	ASTM D3286	\$	160.00
Cation-Anion Balance/ Calculated EC/TDS (SM 1030 E)	Calculation	\$	12.00
Anion Capacity Exchange	HPIC	\$	130.00
Cation Capacity Exchange with prep	CEC by ICP	\$	95.00
Chloride	EPA 300/SW-846 9056	\$	28.00
Chlorine, Residual	SM 4500CIF	\$	28.00
COD	HACH 8000/EPA 410.1	\$	32.00
Color, Apparent	SM2120B/SM2120C	\$	25.00
Cyanide, Total	Kelada-01/SM4500/SW846 9012/EPA 335.4	\$	45.00
Cyanide, Amenable	SM 4500/SW-846 9012/EPA 335.1	\$	85.00
Density/ Specific Gravitiy	ASTM DEF	\$	20.00
Exchangeable Sodium Percentage (ESP by ICP from Saturated Paste Extract) with prep	LDNR	\$	90.00
Fluoride	EPA 300/SW-846 9056	\$	28.00
Hardness	SM2340B	\$	35.00
Hexavalent Chromium (AQ)	SW-846 7196A	\$	30.00
Hexavalent Chromium (SO)	SW-846 3060A/7196A	\$	70.00
Dissolved H2S	SM 4500 H2S	\$	45.00
LA29B Extraction Only	LDNR	\$	35.00
Langelier Index (SM 2330) Calc Only	SM2330	\$	12.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Melich III Extract	Melich III	\$	30.00
Nitrogen, Ammonia	EPA 350.1	\$	30.00
Nitrogen, Nitrate	EPA 353.2/SW-846 9056/EPA 300	\$	30.00
Nitrogen, Nitrate-Nitrite	EPA 353.2/SW-846 9056/EPA 300	\$	28.00
Nitrogen, Nitrite	EPA 353.2/SW-846 9056/EPA 300	\$	30.00
Nitrogen, Total Kjeldahl	EPA 351.2	\$	55.00
Odor (SM 2150 B)	SM2150B	\$	25.00
Oil and Grease	EPA 1664A, SW-846 9071A	\$	65.00
Oxygen, Dissolved	EPA 360.1	\$	15.00
Perchlorate	EPA 314/314 M	\$	165.00
Percent Moisture/Solids	ASTM 2216/SM 2540G	\$	7.00
Paint Filter Test	SW-846 9095	\$	25.00
pH	EPA 150.1/SW-846 9040/9045	\$	15.00
Phosphorus, ortho	EPA 365.1/EPA 300.0/SW- 846 9056	\$	35.00
Phosphorus, Total	EPA 365.1	\$	38.50
Redox Potential	ASTM 1948	\$	110.00
Residue - Filterable (TDS)	EPA 160.1/SM2540C	\$	27.00
Residue - Nonfilterable (TSS)	EPA 160.2/SM2540D	\$	27.00
Residue - Settleable (SS)	EPA 160.5/SM2540F	\$	27.00
Residue - Total Solids (TS)	EPA 160.3/SM2540B	\$	27.00
Residue - Volatile (TVS)	EPA 160.4/SM2540E	\$	39.00
Residue, Suspended Sediment Concentration	SSC by ASTM 3977	\$	35.00
Resistivity	ASTM G187	\$	90.00
Resistivity	ASTM 1125	\$	25.00
Salinity	SM 2520 B	\$	35.00
Silica, Dissolved	EPA 200.7/SW-846 6010	\$	35.00
Sodium Absorption Ratio (SAR by ICP from saturated paste extract) with Prep	29-B / 6010	\$	90.00
Specific Conductance	EPA120.1/SM 2510B	\$	15.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Sulfate	EPA 300/SW-846 9056	\$	28.00
Sulfide	EPA 376.1/SM4500S2-F	\$	30.00
Sulfide	SW-846 9030/9034/SM4500S2-F	\$	30.00
Hydrogen Sulfide	SM4500 H2S	\$	40.00
Surfactants (MBAS)	SM5540C	\$	80.00
Temperature	EPA 170.1/SM4500-H	\$	5.00
Total Nitrogen (TN)-Calc only	Calc.	\$	12.00
Total Organic Carbon (TOC) (AQ)	SW-846 9060/SM5310C	\$	40.00
Total Organic Carbon (TOC) (SO)	SG 90.3.1.A Walkey Black	\$	50.00
Total Organic Halides (TOX)	AQ SW-846 9020B	\$	200.00
Total Organic Halides (TOX) (SO)	SW-846 9023	\$	175.00
Total Organic Nitrogen (TON)-Calc Only	Calc.	\$	12.00
Total Phenolics	420.4/SW-846 9066	\$	45.00
Turbidity	EPA 180.1/SM 2130B	\$	20.00
Water Leaching for Wet Chemistry Analysis of Soils (Leaching/sample)		\$	55.00
Microbiological			
Coliform, Total	SM 9222B	\$	55.00
Coliform, Fecal	SM 9223B	\$	55.00
Total Coliform+E.Coli P/A	SM 9223B	\$	60.00
Total Coliform+E.Coli Enumeration	IDEXX	\$	60.00
Standard Plate Count	SM 9215B/SIMPLATE	\$	65.00
Sulfate Reducing Bacteria	SRB	\$	70.00
ATP	BART	\$	215.00
Acid Producing Bacteria	APB	\$	70.00
RCRA / Waste Characterization			
Full TCLP/SPLP (Inc. RCI)	SW-846/1311/8000	\$	775.00
TCLP/SPLP (Metals, VOA, SVOC) excluding Pest/Herb	SW-846	\$	425.00
TCLP/SPLP Metals (w/o extraction)	SW-846 6010	\$	90.00
TCLP/SPLP Volatiles (w/o extraction)	SW-846 8260	\$	80.00
TCLP/SPLP Benzene - (w/o extraction)	SW-846 8260	\$	45.00
TCLP/SPLP Semivolatiles (w/o extraction)	SW-846 8270	\$	175.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

TCLP/SPLP Pesticides - (w/o extraction)	SW-846 8081	\$	100.00
TCLP/SPLP Herbicides - (w/o extraction)	SW-846 8151	\$	125.00
TCLP/SPLP Extraction (ZHE for VOC)	SW-846 1311/1312	\$	40.00
TCLP/SPLP Extraction (SVOC, Metals)	SW-846 1311/1312	\$	40.00
RCI Pkg. (All below)	SW-846	\$	125.00
Ignitability	SW-846 Chapter 7	\$	30.00
Corrosivity	SW-846 Chapter 7	\$	25.00
Reactivity, CN, Sulfide	SW-846 Chapter 7	\$	70.00
Radiochemistry			
NORM	EPA 901.1	\$	175.00
Gross Alpha-Beta - 28 day TAT	EPA 900	\$	125.00
Radium 226 - 28 day TAT	EPA 903	\$	125.00
Radium 228 - 28 day TAT	EPA 904	\$	125.00
Other Radiological Testing			Call for Quote
Air/Dissolved Gases			
Volatile Organics, Full List	TO15	\$	195.00
Volatile Organics, BTEX/TPH (TO15)	TO15	\$	125.00
Summa Canister Rental	TO3/TO15	\$	45.00
Summa Canister Rental - Individually Certified	TO3/TO15	\$	165.00
Bottle Vac	TO3/TO15	\$	30.00
Flow Controller	TO3/TO15	\$	35.00
Tedlar Bag (TO3/TO15)		\$	15.00
Flow Controller - Individually Certified	TO3/TO15	\$	55.00
Teflon tubing for Soil gas analysis - per foot	TO3/TO15	\$	4.00
Ethane/Ethene/Methane/Butane/Propane	RSK 175	\$	100.00
Methane, Ethane, Ethene & Carbon Dioxide (RSK 175)	RSK-175	\$	275.00
Carbon Dioxide/ Carbon Monoxide/ Butane / Propane	ASTM 1945	\$	110.00
Other Air Methods			Call for Quote
Summa Canisters and flow controllers rental period is 14 days, > additional chg. May apply.		\$	55.00
Other (Specialty Testing)			
MDEA (HPIC) - 10 day TAT	HPIC	\$	200.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

DEA (HPIC) - 10 day TAT	HPIC	\$	200.00
Full list of Amines (HPIC) - 10 day TAT	HPIC	\$	550.00
Tetraethyl Lead	TEL by SW-846 8270	\$	130.00
Hydrocarbon Fingerprint - 10 day TAT	GC	\$	300.00
Chlorophyll-A	SM 10200 H	\$	110.00
Asbestos (PLM) - Based on a 5 day TAT	PLM	\$	20.00
Geosmin/Methylisoborneol - 10 day TAT	SM 6040 B	\$	200.00
Nonylphenol	SW-846 8270	\$	200.00
TAT Multipliers			
Same Day			3
Surcharge - 1 Business Day			2
Surcharge - 2 Business Day			1.75
Surcharge - 3 Business Day			1.5
Surcharge - 4 Business Day			1.25
Surcharge - 5 Business Day			1
General Misc. Fees - Project, Sample, Logistics & Reporting Fees - May be negotiated			
Sample Fees			
Environmental Disposal (per sample ID)		\$	2.50
Sample RUSH Extraction, received on day holding time expires			10%
Sample Hold (extract and hold request))			40%
Sample Hold without analysis (per sample)		\$	10.00
Sample Crushing/Pulverizing		\$	30.00
Incremental Sampling Prep (ISM), Drying, Sieving, Subsampling		\$	90.00
Sample Composite Prep (per sample)		\$	25.00
How long are the samples held by the laboratory before disposal?			30 days
Courier Fees / Shipping			
Return Shipping			Client Pays Cost
Bottle Order - RUSH (<24 hours shipped)		\$	25.00
Local courier - pickup (IF APPLICABLE) (per visit), 50 miles radius		\$	50.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Local courier - RUSH pickup service (IF APPLICABLE) (per visit)		\$	75.00
Courier - Dry run: samples not available for pick up		\$	50.00
Courier - pickup request outside pickup area limits (per hour, minimum of 2 hours)		\$	90.00
Analysis & Reporting			
Reanalysis (by Client Request) - if results confirm			Full analysis Cost
Client requested changes to completed report, editing request		\$	50.00
Client specific QC Samples requested (MS/MSD)			Billable Unit
Minimum Billing per invoice		\$	150.00
EDD - IT development of new EDD file (one time fee)			Negotiated
EDD			No Charge
TRRP Reporting			5%
Level III			15%
Level IV			20%
On-Line data access to historicals, invoices, regulatory comparison			No Charge

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
STORMWATER QUALITY DIVISION
RFP NO. BRC0000420**

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	GDML Holdings, inc, dba Dake Landscape

Classification	Hourly Rate (No Prevailing Wage Rates)
Principal Landscape Architect	\$225
Project Manager	\$155
Landscape Designer	\$100
Irrigation Designer	\$100
Outreach Specialist	\$100
Technical Support	\$60
Administrative Support	\$60

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
STORMWATER QUALITY DIVISION
RFP NO. BRC0000420**

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	Los Angeles Conservation Corps

Classification	Hourly Rate (Prevailing Wage Rates do not apply)
Corps member Provisional Rate (all inclusive, fully burdened rate)	\$55
Technical Supervisor	\$85

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
STORMWATER QUALITY DIVISION
RFP NO. BRC0000420**

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	Mariposa Landscapes, Inc.

Classification	Hourly Rate (All rates Prevailing Wage)
Foreman	\$80
Laborer	\$48
Irrigation Tech	\$81
Spray Tech	\$81
Field Supervisor	\$85
Tree Trimmer	\$90
Admin	\$85
Overtime:	
Foreman	\$120
Laborer	\$72
Irrigation Tech	\$121.50
Spray Tech	\$121.50
Field Supervisor	\$127.50
Tree Trimmer	\$135
Admin	\$127.50
Double time:	
Foreman	\$160
Laborer	\$96

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Irrigation Tech	\$162
Spray Tech	\$162
Field Supervisor	\$170
Tree Trimmer	\$180
Admin	\$170

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
STORMWATER QUALITY DIVISION
RFP NO. BRC0000420**

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	Multi W Systems, Inc

Classification	Hourly Rate
Laborer	\$90 – non-prevailing wage
Laborer Group 4	\$140 – prevailing wage

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
STORMWATER QUALITY DIVISION
RFP NO. BRC0000420**

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	Physis Environmental Laboratories, Inc

Analyte	Matrix	Method	MDL	RL	Units	Cost**
Elements						
Trace Metals - Total and Dissolved *	Water	EPA 200.8	0.007 - 0.05	0.02 - 0.159	µg/L	\$ 242
-Total and Dissolved	Water/Seawater	EPA 1640	0.0025 - 0.025	0.01 - 6.00	µg/L	\$ 511
	Sed/Tissue	EPA 6020	0.0012 - 0.01	0.005 - 0.02	µg/g	\$ 242
Trace Mercury - Total and Dissolved	Water/Seawater	EPA 245.7	0.01	0.02	µg/L	\$ 124
-Total and Dissolved	Water/Seawater	EPA 1631E	0.0005	0.001	µg/L	\$ 161
	Sed/Tissue	EPA 245.7	0.01	0.02	ng/g	\$ 75
Major Cations	Water	EPA 200.8	0.05 - 0.10	5.00 - 10.00	mg/L	\$ 86
	Sed/Tissue	EPA 6020	1.00	5.00 - 10.00	µg/g	\$ 86
* Lower EPA 200.8 DLs available on						

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

certain elements (e.g., Cd, Cr, Cu, Ni, Pb, Zn...)						
Organics						
Trace Organochlorine Pesticides and PCB Congeners	Water	EPA 625.1	1	5	ng/L	\$ 274
Trace Organochlorine Pesticides and PCB Congeners	Sed/Tissue	EPA 8270E	0.25	0.5	ng/g	\$ 274
Trace Organochlorine Pesticides and PCB Congeners (Ultra Low)	Water	EPA 625.1	0.1	0.5	ng/L	\$ 328
Trace Organochlorine Pesticides and PCB Congeners (Ultra Low)	Sed/Tissue	EPA 8270E	0.025	0.05	ng/g	\$ 328
Toxaphene	Water	EPA 625.1 (NCI)	10	50	ng/L	\$ 220
	Sed/Tissue	EPA 8270E (NCI)	10	50	ng/g	\$ 220
Toxaphene (Ultra Low)	Water	EPA 625.1 (NCI)	1	5	ng/L	\$ 274
	Sed/Tissue	EPA 8270E (NCI)	1	5	ng/g	\$ 274
Toxaphene Parlars	Water	EPA 625.1 (NCI)	0.05	0.25	ng/L	\$ 726
Trace PBDE Congeners	Water	EPA 625.1 (NCI)	1	5	ng/L	\$ 274
	Sed/Tissue	EPA 8270E (NCI)	0.05	0.1	ng/g	\$ 274
Trace PBDE Congeners (Ultra Low)	Water	EPA 625.1 (NCI)	0.1	0.5	ng/L	\$ 328
	Sed/Tissue	EPA 8270E (NCI)	0.005	0.01	ng/g	\$ 328

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Trace 2,3,7,8-TCDD Presence-Absence	Water	EPA 625.1 (scan)	1	5	ng/L	\$ 317
	Sed/Tissue	EPA 8270E (scan)	1	5	ng/g	\$ 317
Trace Pyrethroid Pesticides	Water	EPA 625.1 (NCI)	0.3 - 4	2 - 4	ng/L	\$ 274
	Sed/Tissue	EPA 8270E (NCI)	0.25	0.5	ng/g	\$ 274
Trace Pyrethroid Pesticides (Ultra Low)	Water	EPA 625.1 (NCI)	0.03 - 0.4	0.2 - 0.4	ng/L	\$ 328
	Sed/Tissue	EPA 8270E (NCI)	0.025	0.05	ng/g	\$ 328
Trace Fipronil & Degradants	Water	EPA 625.1 (NCI)	0.5	2	ng/L	\$ 253
	Sed/Tissue	EPA 8270E (NCI)	0.25	0.5	ng/g	\$ 253
Trace Fipronil & Degradants (Ultra Low)	Water	EPA 625.1 (NCI)	0.05	0.2	ng/L	\$ 306
	Sed/Tissue	EPA 8270E (NCI)	0.025	0.02	ng/g	\$ 306
Trace Neonicotinoid Pesticides	Water	EPA 625.1 (NCI)	2 - 10	4 - 20	ng/L	\$ 253
	Sed/Tissue	EPA 8270E (NCI)	0.25	0.5	ng/g	\$ 253
Trace Neonicotinoid Pesticides (Ultra Low)	Water	EPA 625.1 (NCI)	0.2 - 1	0.4 - 2	ng/L	\$ 306
	Sed/Tissue	EPA 8270E (NCI)	0.025	0.05	ng/g	\$ 306

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Trace Organophosphorus Pesticides	Water	EPA 625.1	0.5 - 5	1 - 10	ng/L	\$ 274
	Sed/Tissue	EPA 8270E	0.5 - 5	1 - 10	ng/g	\$ 274
Trace Organophosphorus Pesticides (Ultra Low)	Water	EPA 625.1	0.05 - 0.5	0.1 - 1	ng/L	\$ 328
	Sed/Tissue	EPA 8270E	0.05 - 0.5	0.1 - 1	ng/g	\$ 328
Trace Triazine Pesticides	Water	EPA 625.1	5	10	ng/L	\$ 253
	Sed/Tissue	EPA 8270E	5	10	ng/g	\$ 253
Trace Fecal Sterols & Stanols	Water	EPA 625.1	5	10	ng/L	\$ 253
	Sed/Tissue	EPA 8270E	5	10	ng/g	\$ 253
Trace Polynuclear Aromatic	Water	EPA 625.1	1	5	ng/L	\$ 274
Hydrocarbons	Sed/Tissue	EPA 8270E	0.2	0.5	ng/g	\$ 274
Trace Base/Neutral/Acid Extractables	Water	EPA 625.1	1 - 100	5 - 200	ng/L	\$ 403
including Phthalates	Sed/Tissue	EPA 8270E	1 - 100	5 - 200	ng/g	\$ 403
Trace Base/Neutral Extractables	Water	EPA 625.1	1 - 50	5 - 100	ng/L	\$ 253
	Sed/Tissue	EPA 8270E	1 - 50	5 - 100	ng/g	\$ 253
Trace Acid Extractables	Water	EPA 625.1	5 - 100	10 - 200	ng/L	\$ 210
	Sed/Tissue	EPA 8270E	5 - 100	10 - 200	ng/g	\$ 210
Trace Phthalates	Water	EPA 625.1	10	20	ng/L	\$ 210
	Sed/Tissue	EPA 8270E	10	20	ng/g	\$ 210
Trace Organotins	Water	Krone et al., 1989	1	3	ng/L	\$ 253

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

	Sed/Tissue	Krone et al., 1989	1	3	ng/g	\$ 253
Trace Caffeine	Water	EPA 625.1	10	50	ng/L	\$ 188
Trace PFOA and PFOS Compounds (2)	Water	EPA 1633	0.55 - 0.64	1.65 - 1.92	ng/L	\$ 242
	Sed/Tissue	EPA 1633	0.2	1	ng/g	\$ 242
Trace PFAS Compounds (Suite up to 40 compounds)	Water	EPA 1633	0.32 - 9.92	0.96 - 29.76	ng/L	\$ 296
	Sed/Tissue	EPA 1633	0.2	1	ng/g	\$ 296
Trace 6PPD-Q Rubber Tire Antidegradant	Water	EPA 625.1.1	0.5 - 1	1 - 5	ng/L	\$ 188
	Sed/Tissue	EPA 625.1.1	0.5 - 1	1 - 5	ng/g	\$ 188
Percent Solids	Tissues	SM 2540 B	0.1	0.1	Percentage	\$ 38
Percent Lipids	Tissues	Gravimetric	0.01	0.05	Percentage	\$ 59
¹ Base/Neutral - \$195 when done with Polynuclear Aromatic Hydrocarbons.						\$ 210
² Acid Extractables - \$95 when done with Polynuclear Aromatic Hydrocarbons.						\$ 102
³ Phtalates - \$95 when done with Polynuclear Aromatic Hydrocarbons.						\$ 102

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

⁴ Toxaphene - \$70 when done with Organochlorine Pesticides.						\$ 75
⁵ Toxaphene (Ultra Low) - \$115 when done with Organochlorine Pesticides.						\$ 124
Nutrients in Seawater or Freshwater						
Analyte	Matrix	Method	MDL	RL	Units	Cost**
Ammonia	Water	SM 4500-NH3 D	0.007	0.03	mg/L	\$ 38
Nitrate	Water	SM4500NO2E/E PA300	0.01	0.02/0.05	mg/L	\$ 38
Nitrite	Water	SM4500NO2B/E PA300	0.01	0.02/0.05	mg/L	\$ 38
Total Kjeldahl Nitrogen	Water	EPA 351.2	0.052	0.4	mg/L	\$ 59
Total Nitrogen - by Calculation						client calc.
Total Nitrogen - by Direct Combustion	Water	SM 5310 B	0.14	0.2	mg/L	\$ 59
Total Orthophosphate (as P)	Water	SM 4500-P E	0.01	0.02	mg/L	\$ 38
Total Suspended Solids	Water	SM 2540-D	0.5	1	mg/L	\$ 38
Total Dissolved Solids	Water	SM 2450 C	0.1	2	mg/L	\$ 38
Ammonia	Water	SM 4500-NH3 D	0.007	0.03	mg/L	\$ 38
Nitrite	Seawater	SM4500NO2B	0.01	0.02	mg/L	\$ 38
Nitrate	Seawater	SM4500NO2E	0.01	0.02	mg/L	\$ 38

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Total Kjeldahl Nitrogen	Water	EPA 351.2	0.052	0.4	mg/L	\$ 59
Total Nitrogen - by Calculation						client calc.
Total Nitrogen - by Direct Combustion	Seawater	SM 5310 B	0.14	0.2	mg/L	\$ 59
Dissolved Nitrogen - by Direct Combustion	Seawater	SM 5310 B	0.14	0.2	mg/L	\$ 65
Total Phosphorus	Seawater	SM 4500-P E	0.016	0.05	mg/L	\$ 59
Dissolved Phosphorus	Seawater	SM 4500-P E	0.016	0.03	mg/L	\$ 65
Total Orthophosphate (as P)	Seawater	SM 4500-P E	0.01	0.02	mg/L	\$ 38
Dissolved Orthophosphate (as P)	Seawater	SM 4500-P E	0.01	0.02	mg/L	\$ 54
Total Phosphorus	Sediment	EPA 6020	0.016	0.05	mg/dry kg	\$ 48
Total Nitrogen	Sediment	EPA 9060	0.01	0.01	% Dry Weight	\$ 70
Conventionals						
Acid Volatile Sulfides	Sediment	Plumb, 1981 and TERL	0.05	0.1	mg/dry kg	\$ 102
Algal Biomass by Ash-free Dry Weight	Water	SM 10300 C D	0.01	0.05	g/m2	\$ 91
	Filter	SM 10300 C D	0.01	0.05	g/m2	\$ 75
Chloride	Water	EPA 300.0	0.01	0.05	mg/L	\$ 38
Chlorophyll-a	Water	SM 10200 H	1	2	mg/m3	\$ 91

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

	Filter	SM 10200 H	1	2	mg/m ³	\$ 75
Chromium +6	Water	SM 3500-Cr B	0.005	0.01	mg/L	\$ 59
	Sediment	SM 3500-Cr B	0.05	0.1	mg/wet kg	\$ 59
Conductivity	Water	SM 2510 B	1	1	μS/cm	\$ 16
Dissolved Organic Carbon	Water	SM 5310 B	0.14	0.2	mg/L	\$ 65
Dissolved Sulfides	Sediment	Plumb, 1981 and TERL	0.2	0.4	mg/dry kg	\$ 65
Fluoride	Water	EPA 300.0	0.01	0.05	mg/L	\$ 38
MBAS	Water	SM 5540 C	0.005	0.025	mg/L	\$ 65
Oil & Grease	Water	EPA 1664	1	1	mg/L	\$ 91
Particle Size Distribution	Water	SM 2560 D	0.05	0.05	%	\$ 161
	Sediment	SM 2560 D	0.05	0.05	%	\$ 161
pH	Water	SM 4500 H+	0.1	0.1	pH Units	\$ 16
	Sediment	SM 4500 H+	0.1	0.2	pH Units	\$ 16
Residual Chlorine	Water	SM 4500-Cl D	0.006	0.012	mg/L	\$ 65
Settleable Solids	Water	SM 2540 F	0.1	0.2	mL/L/hr	\$ 38
Sulfate	Water	EPA 300.0	0.01	0.05	mg/L	\$ 38
Suspended Sediment Concentration	Water	ASTM D3977-97B	0.5	0.5	mg/L	\$ 70
	Water	ASTM D3977-97C	0.5	0.5	mg/L	\$ 134
Total Alkalinity	Water	SM 2320 B	1	1	mg/L	\$ 38
Total Dissolved Solids	Water	SM 2450 C	0.1	2	mg/L	\$ 38
Total Hardness	Water	SM 2340 B	0.1	0.5	mg/L	\$ 38
Total Organic Carbon	Water	SM 5310 B	0.14	0.2	mg/L	\$ 59

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

	Sediment	EPA 9060	0.01	0.01	%	\$ 102
Total Sulfides	Sediment	Plumb, 1981 and TERL	0.2	0.4	mg/dry kg	\$ 65
Total Suspended Solids	Water	SM 2540-D	0.5	1	mg/L	\$ 38
Total Volatile Solids	Water	EPA 160.4	0.1	0.1	mg/L	\$ 38
TRPH	Water	EPA 1664	1	5	mg/L	\$ 91
Turbidity	Water	EPA 180.1	0.02	0.02	NTU	\$ 22
Volatile Suspended Solids	Water	EPA 160.4	0.1	0.5	mg/L	\$ 38
						2026
Support Services						Cost**
Sample Pickup during Business Hours (per hour RT)						\$ 81
Sample Pickup during After Hours (per hour RT)						\$ 118
Custom EDD (SWAMP, CEDEN)						\$ 81
Filtering (per hour)	Water					\$ 108
Multiple Fraction Sieving (per hour)	Water					\$ 108
Sediment Sieving (per hour)	Sediment					\$ 108
Multiple Fraction Sieving (per hour)	Sediment					\$ 108
Tissue Dissection and/or	Tissue					\$ 70

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Homogenization* *						
						2026
Rush Services						Cost**
Surcharge for Same Day Turnaround Time (400%)						400%
Surcharge for Turnaround Time of 1 Full Business Day (300%)						300%
Surcharge for Turnaround Time of 2 Full Business Days (200%)						200%
Surcharge for Turnaround Time of 3 Full Business Days (100%)						100%
Surcharge for Turnaround Time of 4 Full Business Day (90%)						90%
Surcharge for Turnaround Time of 5 Full Business Days (80%)						80%
Surcharge for Turnaround Time of 6 Full Business Day (60%)						60%
Surcharge for Turnaround Time						50%

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

of 7 Full Business Days (50%)						
Surcharge for Turnaround Time of 8 Full Business Days (40%)						40%
Surcharge for Turnaround Time of 9 Full Business Day (30%)						30%
Surcharge for Turnaround Time of 10 Full Business Days (20%)						20%
Surcharge for Turnaround Time of 11 to 12 Full Business Days (10%)						10%
**Per sample rate, unless noted differently in parentheses, e.g., (per hour).						

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
STORMWATER QUALITY DIVISION
RFP NO. BRC0000420**

Prime Firm:	BLACK & VEATCH
Subconsultant Firm:	United Storm Water, Inc.

EQUIPMENT- OPERATOR INCLUDED	TRAVEL TIME NOT INCLUDED IN RATES (INVOICED ROUND TRIP)			TRAVEL TIME INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)		
	STANDARD STRAIGHT TIME	STANDARD OVER- TIME	STANDARD HOLIDAY TIME	PREV. WAGE STRAIGHT TIME	PREV. WAGE OVER- TIME	PREV. WAGE DOUBLE TIME/ HOLIDAY
Vacuum Truck, 50 BBLS Mild Steel	\$144.00	\$176.00	\$208.00	\$295.00	\$369.00	\$450.00
Vacuum Truck, 50 BBLS Stainless Steel	\$146.00	\$178.00	\$210.00	\$298.00	\$372.00	\$453.00
Vacuum Truck, 70 BBLS Stainless Steel	\$153.00	\$185.00	\$217.00	\$307.00	\$381.00	\$463.00
Vacuum Truck, 120 BBLS Fiberglass Lined	\$194.00	\$226.00	\$258.00	\$364.00	\$438.00	\$519.00
Vacuum Truck, 120 BBLS Mild Steel	\$146.00	\$178.00	\$210.00	\$298.00	\$372.00	\$453.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Vacuum Truck, 120 BBLs Stainless Steel	\$153.00	\$185.00	\$217.00	\$307.00	\$381.00	\$463.00
Vacuum Truck, 142 BBLs 3-Compartment Stainless Steel	\$194.00	\$226.00	\$258.00	\$364.00	\$438.00	\$519.00
Combo Vactor/Jetter Truck	\$277.00	\$309.00	\$341.00	\$478.00	\$552.00	\$633.00
Combo Vactor/Jetter Truck- Water Recycling	\$350.00	\$382.00	\$414.00	\$578.00	\$652.00	\$733.00
Vactor/Guzzler	\$258.00	\$290.00	\$322.00	\$452.00	\$526.00	\$607.00
Vactor/Guzzler-High Rail	\$271.00	\$303.00	\$335.00	\$469.00	\$543.00	\$625.00
Vactron With Onboard Pressure Washer	\$145.00	\$177.00	\$209.00	\$283.00	\$348.00	\$423.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	BLACK & VEATCH
Subconsultant Firm:	United Storm Water, Inc.

EQUIPMENT- OPERATOR INCLUDED	TRAVEL TIME NOT INCLUDED IN RATES (INVOICED ROUND TRIP)			TRAVEL TIME INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)		
	STANDARD STRAIGHT TIME	STANDARD OVER- TIME	STANDARD HOLIDAY TIME	PREV. WAGE STRAIGHT TIME	PREV. WAGE OVER- TIME	PREV. WAGE DOUBLE TIME/ HOLIDAY
Mini-Me (Low Profile Vac Truck)	\$149.00	\$181.00	\$213.00	\$289.00	\$354.00	\$428.00
Backhoe/Cat 950 Loader Transport	\$191.00	\$223.00	\$255.00	\$359.00	\$433.00	\$515.00
Cushion Truck	\$177.00	\$209.00	\$241.00	\$327.00	\$392.00	\$467.00
Drop Deck- 48 Foot	\$149.00	\$181.00	\$213.00	\$285.00	\$349.00	\$422.00
Dump Truck, 2-Axle	\$144.00	\$176.00	\$208.00	\$278.00	\$342.00	\$415.00
Enclosed Van- 28 Foot w/Liftgate	\$136.00	\$168.00	\$200.00	\$267.00	\$331.00	\$404.00
Enclosed Van- 45 to 48 Foot	\$149.00	\$181.00	\$213.00	\$285.00	\$349.00	\$422.00
Enclosed Van- 53 Foot w/Liftgate	\$150.00	\$182.00	\$214.00	\$286.00	\$350.00	\$423.00
End Dump Truck	\$155.00	\$187.00	\$219.00	\$293.00	\$357.00	\$430.00
Roll-Off Truck	\$149.00	\$181.00	\$213.00	\$215.00	\$259.00	\$312.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Roll-Off Truck (Rocket Launcher)	\$154.00	\$186.00	\$218.00	\$222.00	\$266.00	\$319.00
Roll-Off Truck & Trailer (Tandem)	\$154.00	\$186.00	\$218.00	\$222.00	\$266.00	\$319.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	BLACK & VEATCH
Subconsultant Firm:	United Storm Water, Inc.

EQUIPMENT- OPERATOR INCLUDED	TRAVEL TIME NOT INCLUDED IN RATES (INVOICED ROUND TRIP)			TRAVEL TIME INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)		
	STANDARD STRAIGHT TIME	STANDARD OVER- TIME	STANDARD HOLIDAY TIME	PREV. WAGE STRAIGHT TIME	PREV. WAGE OVER- TIME	PREV. WAGE DOUBLE TIME/ HOLIDAY
Tractor for Spill Response Trailer (Mobe & Demobe)	\$140.00	\$172.00	\$204.00	\$272.00	\$336.00	\$410.00
Tractor, 3-Axle	\$136.00	\$168.00	\$200.00	\$267.00	\$331.00	\$404.00
Water Truck (1,500 gal)	\$145.00	\$177.00	\$209.00	\$279.00	\$343.00	\$417.00
Overnight Demurrage on Vacuum Tanker	\$318.00/day					
Overnight Demurrage on End Dump or Dry Van	\$106.00/day					

EQUIPMENT- OPERATOR NOT INCLUDED	RATE	UNIT
Biowaste Trailer	\$ 255.00	day
Company Auto	\$ 35.00	hr
Trailer- Cargo Trailer (12 Foot)	\$ 27.00	hr
Trailer- Incident Command Center Trailer (36 Foot)	\$ 1,042.00	day
Trailer- Incident Response Trailer (50 Foot)	\$ 1,158.00	day
Pick-Up Truck	\$ 41.00	hr
Stakebed Truck W/Liftgate	\$ 62.00	hr
Utility Truck (E.R.)	\$ 72.00	hr

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Bobcat Loader With Trailer	\$ 118.00	hr
Bobcat Loader Auger Attachment	\$ 149.00	day
Bobcat Loader Breaker Attachment	\$ 239.00	day
Bobcat Loader Grappler Attachment	\$ 149.00	day
Bobcat Loader Sweeper Attachment	\$ 149.00	day
Excavator- Mini Excavator With Trailer	\$ 103.00	hr
Forklift With Trailer (4000 thru 6000 lb. Capacity)	\$ 350.00	day

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	BLACK & VEATCH
Subconsultant Firm:	United Storm Water, Inc.

PERSONNEL	TRAVEL TIME NOT INCLUDED IN RATES (INVOICED ROUND TRIP)			TRAVEL TIME INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)		
	STANDARD STRAIGHT TIME	STANDARD OVER-TIME	STANDARD HOLIDAY TIME	PREV. WAGE STRAIGHT TIME	PREV. WAGE OVER-TIME	PREV. WAGE DOUBLE TIME/HOLIDAY
Administrative Clerk	\$52.00	\$77.00	\$102.00	\$52.00	\$77.00	\$102.00
Confined Space Rescue Specialist	\$114.00	\$139.00	\$164.00	\$241.00	\$296.00	\$361.00
Chemist	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%
Environmental Safety Coordinator	\$97.00	\$122.00	\$147.00	\$217.00	\$273.00	\$337.00
Equipment Operator	\$91.00	\$116.00	\$141.00	\$222.00	\$286.00	\$358.00
Industrial Hygienist	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%
Project Manager	\$97.00	\$122.00	\$147.00	\$217.00	\$273.00	\$337.00
Supervisor	\$82.00	\$107.00	\$132.00	\$197.00	\$252.00	\$317.00
Technician	\$66.00	\$91.00	\$116.00	\$175.00	\$230.00	\$295.00
Subsistence: No Layover (8-Hour Period)	\$24.00/meal					
Subsistence: With Layover	\$313.00/man					

SUPPORT EQUIPMENT	RATE	UNIT
Dustless Bead Blaster, Walk Behind (Media Not Included)	\$ 97.00	hr
Hydroblaster (10,000 psi)	\$ 91.00	hr

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Hydro-Dig Attachment	\$ 255.00	day
Hydrotech High Pressure Wash Unit (Applies up to 8 Hours)	\$ 78.00	hr
Hydrotech High Pressure Wash Unit (Applies over 8 Hours)	\$ 688.00	day
Jetter Unit, Towable (4000 psi) (Applies up to 8 Hours)	\$ 91.00	hr
Jetter Unit, Towable (4000 psi) (Applies over 8 Hours)	\$ 804.00	day
Mercury Vacuum	\$ 255.00	day
Mercury Vacuum, HEPA Filter	\$ 192.00	ea
Pressure Washer- Cold Water (2500-3000 psi)	\$ 477.00	day
Pressure Washer- Hot Water (3600 psi)	\$ 477.00	day
Steam Cleaner	\$ 46.00	hr
Wet Dry Vacuum (16 gal)	\$ 46.00	day

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	BLACK & VEATCH
Subconsultant Firm:	United Storm Water, Inc.

SUPPORT EQUIPMENT	RATE	UNIT
Wet Dry Vacuum, HEPA Filter	\$ 96.00	ea
Hand Auger Kit (Excluding Brass Sleeves)	\$ 192.00	day
Brass Sample Sleeve	\$ 46.00	ea
Concrete Coring Machine (6" Max. Diameter)	\$ 192.00	day
Draeger Tester Pump	\$ 41.00	day
Draeger Test Tubes	\$ 21.00	ea
Hazcat Kit	\$ 224.00	day
Hazcat Test	\$ 73.00	test
Chain Saw (16")	\$ 91.00	day
Concrete Saw (Includes 1 Blade)	\$ 234.00	day
Concrete Saw Additional Blade	\$ 165.00	ea
Cutting Torch	\$ 192.00	day
Gas Cut Off Saw (Includes 1 Blade)	\$ 128.00	day
Gas Cut Off Saw Additional Blades	\$ 58.00	ea
Plasma Cutter	\$ 224.00	day
Sawzall/Skill Saw (Includes 1 Blade)	\$ 65.00	day
Sawzall/Skill Saw Additional Blade	\$ 20.00	ea
Air Blower (Electric)	\$ 117.00	day
Air Blower (Spark Proof)	\$ 192.00	day
Air Gas Monitor (5-Gas)	\$ 116.00	day
Confined Space Gear	\$ 447.00	day/per crew
Cylinder- Bottled Air Cylinder (300 cu. ft.)	\$ 116.00	day
Cylinder- Bottled Air Cylinder Recharge (300 cu. Ft.)	\$ 110.00	ea
Cylinder- Positive Pressure Mask W/Egress & Air Line	\$ 73.00	day
Cylinder- Scott Air Pack Cylinder (Self-Contained 60 Minute)	\$ 154.00	day
Cylinder- Scott Air Pack Cylinder (Extra 60 Minute)	\$ 78.00	day
Hazardous/Acid Suit (Level A)	\$ 288.00	day
Hazardous Suit (Level B)	\$ 110.00	day
PID Gas Monitor	\$ 224.00	day
Lifeline & Safety Harness	\$ 65.00	day

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Mercury Vapor Analyzer	\$ 447.00	day
Portable Eyewash	\$ 32.00	day
Pre & Post Lead Exposure Blood Test	\$ 97.00	ea
Tripod Manlift	\$ 58.00	day
Venturi Air Blower (Air Compressor Not Included)	\$ 180.00	day
Arrow Board	\$ 122.00	day
Traffic Cones	\$ 3.00	day/ea

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	BLACK & VEATCH
Subconsultant Firm:	United Storm Water, Inc.

SUPPORT EQUIPMENT	RATE	UNIT
Traffic Signs	\$ 12.00	day/ea
Air Compressor (Gas Powered)	\$ 53.00	day
Air Compressor (9.2 CFM)	\$ 180.00	day
Air Compressor (110-150 CFM)	\$ 231.00	day
Air Compressor (375 CFM)	\$ 610.00	day
Bypass Plug (1 1/2" to 4")	\$ 143.00	week
Bypass Plug (4 1/2" to 12")	\$ 180.00	week
Bypass Plug (13" to 24")	\$ 383.00	week
Bypass Plug (25" to 40")	\$ 677.00	week
CCTV Camera- Push Camera	\$ 78.00	hr
Containment Pool	\$ 255.00	day
Drum Header	\$ 34.00	day
Drum Dolly	\$ 27.00	day
Drum Grabber	\$ 65.00	day
Drum Pump (Poly)	\$ 24.00	day
Drum Turner (Hydraulic)	\$ 320.00	day
Drum Vacuum	\$ 128.00	day
Generator (3.6 KW)	\$ 97.00	day
Generator (10 KW)	\$ 128.00	day
Hard Boom	\$ 10.00	day
Hose- Fire Hose (50' L x 2 1/2" Dia.)	\$ 41.00	day
Hose- Discharge Hose (25' L x 3" Dia.)	\$ 52.00	day
Jack Hammer (Electric)	\$ 128.00	day
Jack Hammer (Pneumatic)	\$ 103.00	day
Ladder- 28' Extension	\$ 101.00	day
Ladder- 8' Folding	\$ 46.00	day
Ladder- 32' Folding	\$ 84.00	day
Lighting- Auxiliary Lighting (Excludes Power Source)	\$ 97.00	day/ea
Lighting- Portable Light Plant	\$ 205.00	day
Magnetic Patch- Small	\$ 638.00	day

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Magnetic Patch- Large	\$ 1,275.00	day
Miscellaneous Tools (Ropes, Buckets, Wrenches)	\$ 52.00	day
Oil-Water Skimmer	\$ 231.00	day
Pallet Jack	\$ 44.00	day
Pencil Vibrator	\$ 69.00	day
Pump- 1 1/2" Submersible Pump	\$ 97.00	day
Pump- 4" Submersible Pump	\$ 428.00	day

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	BLACK & VEATCH
Subconsultant Firm:	United Storm Water, Inc.

SUPPORT EQUIPMENT	RATE	UNIT
Pump- 3 Inch Trash Pump	\$ 116.00	day
Pump- Wilden M Series Diaphragm Pump	\$ 128.00	day
Rivet Buster/Chipper (Includes 1 bit)	\$ 91.00	day
Rivet Buster/Chipper Extra Bits	\$ 21.00	ea
Roll-About Tool Box (Includes Assorted Tools)	\$ 320.00	day
Rotary Hammer	\$ 103.00	day
Scales- Portable Truck Scales	\$ 339.00	day
Sewer Snake (Electric)	\$ 143.00	hr
Soil Tamper (Gasoline Operated)	\$ 58.00	day
Shovel, Push Broom, Squeegee, or Scraper	\$ 8.00	day
Water Tank, Towable (500 gal)	\$ 180.00	day
Wheelbarrow	\$ 21.00	day

RENTAL EQUIPMENT	RATE	UNIT
Bin Liner- Dewatering Bin Fabric Liner (130 micron)	\$ 204.00	ea
Bin Liner- Roll-Off Bin Plastic Liner	\$ 42.00	ea
Bin Rental- 10 & 15 Yard Roll-Off Bins	\$ 18.00	day
Bin Rental- 20 Yard Dewatering Roll-Off Bins	\$ 58.00	day
Bin Rental- 20 & 40 Yard Roll-Off Bins	\$ 25.00	day
Message Board Rental	\$ 319.00	wk
Ramp Rental	\$ 31.00	pair/day
Ramp Rental- Towable Ramp	\$ 134.00	day
Storage Tank Rental, Skid Mounted (7500-10000 gal.)	\$ 52.00	day

CONSUMABLES	RATE	UNIT
Absorbent (Superfine)	\$ 21.00	bag
Absorbent Sock (2" Dia, ZPG)	\$ 10.00	ft
Absorbent Booms (3" Diameter x 10' Long)	\$ 33.00	ea
Absorbent Pads	\$ 212.00	bale
All Purpose Cleaner (Fabuloso)	\$ 15.00	gal

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Bleach	\$ 15.00	gal
Citric Acid	\$ 10.00	lb
Caustic Soda (Bead)	\$ 10.00	lb
Caustic Soda (Flake)	\$ 7.00	lb
Gold Crew	\$ 85.00	gal
Soda Ash	\$ 7.00	lb
Simple Green / Kleen Green	\$ 21.00	gal

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	BLACK & VEATCH
Subconsultant Firm:	United Storm Water, Inc.

CONSUMABLES	RATE	UNIT
Sugar	\$ 7.00	lb
Vermiculite	\$ 79.00	bag
Neozyme	\$ 69.00	gal
Cardboard Box-- 4' to 8' Long (For Light Tubes)	\$ 21.00	ea
Cubic Yard Box With Pallet	\$ 125.00	ea
Drum Liner- 55 gal.	\$ 9.00	ea
Fiber Drum- 20 gal. D.O.T. (New)	\$ 121.00	ea
Fiber Drum- 30 gal. D.O.T. (New)	\$ 150.00	ea
Fiber Drum- 55 gal. D.O.T. (New)	\$ 216.00	ea
Fiber Drum- 55 gal. D.O.T. (Reconditioned)	\$ 38.00	ea
Overpack Poly Drum- 95 gal. (New)	\$ 522.00	ea
Overpack Poly Drum- 95 gal. (Reconditioned)	\$ 172.00	ea
Overpack Poly Drum-85 gal. (New)	\$ 406.00	ea
Overpack Poly Drum-85 gal. (Reconditioned)	\$ 157.00	ea
Overpack Steel Drum- 85 gal. (New)	\$ 552.00	ea
Overpack Steel Drum- 85 gal. (Reconditioned)	\$ 165.00	ea
Pail- 5 gal. D.O.T. (With Snap/Screw Lid)	\$ 35.00	ea
Poly Drum Open Top- 15 gal. D.O.T. (New)	\$ 111.00	ea
Poly Drum Closed Top- 15 gal. D.O.T., White (New)	\$ 172.00	ea
Poly Drum Open Top- 30 gal. D.O.T. (New)	\$ 152.00	ea
Poly Drum Open Top- 30-gal. D.O.T. (Reconditioned)	\$ 97.00	ea
Poly Drum Closed Top- 30-gal. D.O.T., White (New)	\$ 93.00	ea
Poly Drum Closed Top- 55 gal. D.O.T. (Reconditioned)	\$ 57.00	ea
Poly Drum Open Top- 55 gal. D.O.T. (New)	\$ 188.00	ea
Poly Drum Open Top- 55-gal. D.O.T. (Reconditioned)	\$ 106.00	ea
Poly Drum Closed Top- 55-gal. D.O.T., Clear (New)	\$ 94.00	ea
Poly Drum Closed Top- 55-gal. D.O.T., White (New)	\$ 177.00	ea
Poly Tote- 275 gal. D.O.T. (New)	\$ 542.00	ea
Sample Jar	\$ 8.00	ea
Sample Tubes (Glass)	\$ 6.00	ea

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Steel Drum Open Top- 30 gal. D.O.T. (New)	\$ 218.00	ea
Steel Drum Closed Top- 30 gal. D.O.T. (New)	\$ 174.00	ea
Steel Drum Open Top- 55 gal. D.O.T. (Reconditioned)	\$ 114.00	ea
Steel Drum Open Top- 55 gal. D.O.T. (New)	\$ 244.00	ea
Steel Drum Closed Top- 55 gal. D.O.T. (New)	\$ 244.00	ea
Super Sack	\$ 94.00	ea
Gloves- Rubber Gloves	\$ 9.00	pair

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	BLACK & VEATCH
Subconsultant Firm:	United Storm Water, Inc.

CONSUMABLES	RATE	UNIT
Gloves- Viton Gloves (For PCBs)	\$ 349.00	pair
P.P.E. (Gloves, Tyvek, and Respirator)	\$ 66.00	day/person
Rain Gear- Heavy Weight	\$ 42.00	ea
Rain Gear- Light Weight	\$ 40.00	ea
Respirator Cartridge- Dual Half-Face	\$ 33.00	day
Respirator Cartridge- Dual Full-Face	\$ 64.00	ea
Respirator Cartridge- Single	\$ 28.00	ea
Saranex Suit	\$ 74.00	ea
Sigel Suit (Acid Suit)	\$ 75.00	day
Tyvek Suit (White)	\$ 20.00	ea
Tyvek Suit (Poly)	\$ 30.00	ea
Bags- Bio-Waste Bags (30 gal.)	\$ 3.00	ea
Bags- Heavy Duty Plastic Bags	\$ 3.00	ea
Bags- Air Bags	\$ 33.00	ea
Caution Tape (Harris)	\$ 48.00	roll
Cement-Regular (90 lb. Bag)	\$ 18.00	ea
Cement-Ready Mix (60 lb. Bag)	\$ 11.00	ea
Chlor-D-Tect Test Kit	\$ 40.00	ea
Duct Tape	\$ 17.00	roll
Flex Hose- 6" Disposable	\$ 20.00	ft
Flex Hose- 4" Disposable	\$ 6.00	ft
Hudson Sprayer	\$ 59.00	ea
Labels- Hazardous Waste Labels	\$ 3.00	ea
Placards (Aluminum)	\$ 11.00	ea
Plastic Sheeting, 10 mil (Black, 20'W x 100'L)	\$ 293.00	roll
Plastic Sheeting, 4 mil (Clear, 20'W x 100'L)	\$ 103.00	roll
Plastic Sheeting, 6 mil (Clear, 20'W x 100'L)	\$ 178.00	roll
Plastic Sheeting, 10 mil (Clear, 20'W x 100'L)	\$ 293.00	roll
Pump- Disposable Hand Pump	\$ 68.00	ea
Rags (Box)	\$ 93.00	box

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Rags (Half Box)	\$ 47.00	half box
Sand Bag	\$ 7.00	ea
Shrink Wrap- 20" Stretch Film	\$ 87.00	roll
Silt Fencing (3'W x 100'L)	\$ 89.00	ea
Silt Fencing (3'W x 300'L)	\$ 265.00	ea
Track Mats	\$ 392.00	ea
Wattle (8.5" Dia. x 25' Long)	\$ 71.00	ea

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	BLACK & VEATCH
Subconsultant Firm:	United Storm Water, Inc.

OUTSIDE SERVICES	RATE
Outside Services	Cost Plus 20%
Disposal Fee	Cost Plus 20%
Washout Fee- Hazardous Waste	Cost Plus 20%
Washout Fee- Non-Hazardous Waste	Cost Plus 20%
Washout Fee- Disposal Facility	Cost Plus 20%
Laboratory Analysis	Cost Plus 20%
United Pumping Profile Charge (Administrative)	\$ 78.00 /ea

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
STORMWATER QUALITY DIVISION
RFP NO. BRC0000420**

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	Weck Laboratories, Inc.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Price	Parameter	Method	Matrix
	ICP Metals (Water)		
	Individual Metals - Al, Sb, Ba, Be, B, Cd, Ca, Cr, Co, Cu, Pb, Li,		
\$ 25.00	Mg, Mn, Ni, K, Si, SiO3, Ag, Na, Tl, V, Zn	EPA 200.7/6010B	Water
\$ 37.00	Phosphorus	EPA 200.7/6010B	Water
\$ 37.00	Strontium	EPA 200.7/6010B	Water
\$ 37.00	Tin	EPA 200.7/6010B	Water
\$ 37.00	Titanium	EPA 200.7/6010B	Water
	Unit rates do not include digestion fee or sample filtration for dissolved metals.		
	ICP/MS Metals (Water)		
	Individual Metals - Al, Sb, As, Ba, Be, Cd, Ca, Cr, Co, Cu, Fe,		
\$ 25.00	Pb, Mg, Mn, Ni, K, Se, Ag, Na, Tl, V, Zn	EPA 200.8/6020	Water
\$ 37.00	Phosphorus	EPA 200.8/6020	Water
\$ 37.00	Strontium	EPA 200.8/6020	Water
\$ 37.00	Tin	EPA 200.8/6020	Water
\$ 37.00	Titanium	EPA 200.8/6020	Water
\$ 37.00	Uranium	EPA 200.8/6020	Water
	Unit rates do not include digestion fee or sample filtration for dissolved metals.		
	ICP Metals (Solids)		
	Individual Metals - Al, Sb, Ba, Be, B, Cd, Ca, Cr, Co, Cu, Pb, Li,		
\$ 25.00	Mg, Mn, Ni, K, Si, SiO3, Ag, Na, Tl, V, Zn	EPA 6010B	Solid
\$ 37.00	Phosphorus	EPA 6010B	Solid
\$ 37.00	Strontium	EPA 6010B	Solid
\$ 37.00	Tin	EPA 6010B	Solid
\$ 37.00	Titanium	EPA 6010B	Solid
	Unit rates do not include digestion fee or sample filtration for dissolved metals.		
	ICP/MS Metals (Solids)		
	Individual Metals - Al, Sb, Ba, Be, B, Cd, Ca, Cr, Co, Cu, Pb, Li,		
\$ 25.00	Mg, Mn, Ni, K, Ag, Na, Tl, V, Zn	EPA 6020	Solid
\$ 37.00	Phosphorus	EPA 6020	Solid
\$ 37.00	Strontium	EPA 6020	Solid
\$ 37.00	Tin	EPA 6020	Solid
\$ 37.00	Uranium	EPA 6020	Solid
	Unit rates do not include digestion fee or sample filtration for dissolved metals.		
	Specialty Metals (Waters)		
\$ 250.00	Arsenic speciation (III/V) Individual Metals: Sb, As, Be, Cd, Cr, Co, Cu, Fe, Pb, Mn, Ni,	EPA 200.8M/LC	Water
\$ 90.00	Se, Ag, Tl, Pb, V, Zn	EPA 1640	Water
\$ 450.00	1640 - List of 14 Metals	EPA 1640	Water
	*Minimum fee for EPA 1640 is \$250 per sample		
	Mercury		
\$ 48.00	Mercury	EPA 245.1	Water
\$ 48.00	Mercury	EPA 7470A	Water
\$ 125.00	Mercury, Low-level	EPA 1631E	Water
\$ 48.00	Mercury	EPA 7471A	Solid
	Unit rates do not include digestion fee or sample filtration for dissolved metals.		

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Price	Parameter	Method	Matrix
	Digestions and Preparations		
	Soluble Threshold Leaching Characteristics (STLC) Waste		
\$ 85.00	Extraction Test (WET)	CA CCR (Title 22)	Solid
\$ 106.00	Toxicity Characteristic Leaching Procedure (TCLP)	EPA 1311	Solid
\$ 37.00	Metals Digestion	EPA 200.2	
\$ 20.00	Sample Filtration for Dissolved Metals		
	Group Metals		
\$ 48.00	Hardness, Calculated from Calcium California Assesment Manual (CAM) 17 Package (Sb, As, Ba,	EPA 200.7/6010B	Water
\$ 260.00	Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Tl, V, Zn) California Assesment Manual (CAM) 17 Package (Sb, As, Ba,	EPA 6010B/7470A	Water
\$ 260.00	Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Tl, V, Zn)	EPA 6010B/7471A	Solid
\$ 260.00	CAM 17 (Inlcudes Hg)	EPA 6020/7471A	Solid
\$ 260.00	CAM 17 (Inlcudes Hg)	EPA 200.8/245.1	Water
\$ 64.00	Cation Exchange Capacity	EPA 9081	Solid
\$ 11.00	Chromium, Trivalent by Calculation	Calculation	Solid
\$ 11.00	Chromium, Trivalent by Calculation	Calculation	Water
\$ 95.00	Langelier index	SM 2330B	Water
\$ 191.00	ICP Scan (See Individual Metals List)	EPA 200.7	Water
\$ 191.00	ICP Scan (See Individual Metals List)	EPA 6010B	Water/Solid
\$ 265.00	ICP/MS Scan (See Individual Metals List)	EPA 200.8	Water
\$ 265.00	ICP/MS Scan (See Individual Metals List)	EPA 6020	Water/Solid
\$ 254.00	Priority Pollutant/CTR (As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se,	EPA 200.8	Water
\$ 148.00	TCLP/RCRA List (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	EPA 6010B	Water/Solid
	Microbiology		
\$ 180.00	Coliform Speciation	WL_Coliform	Water
\$ 40.00	E.Coli - Enumeration Quantitray	9223B	Water
\$ 60.00	E.Coli Coliform by Enumeration	9221F	Water
\$ 90.00	Enterococcus - Enterolert	9230D	Water
\$ 90.00	Enterococcus & Fecal Streptococcus	9230B	Water
\$ 60.00	Fecal Coliform by Enumeration - 3 Dilutions	SM 9221E	Water
\$ 40.00	Fecal Coliform in Wastewater Quantitray	9223B	Water
\$ 75.00	Fecal Coliforms by Enumeration - 3 dilutions	9221EM	Solid
\$ 35.00	Heterotrophic Plate Count	SM 9215B	Water
\$ 35.00	Heterotrophic Plate Count by Sim Plate	SM 9215E	Water
\$ 150.00	Legionella by Legiolert	WL_Legionella	Water
\$ 100.00	Total & Fecal Coliforms by Enumeration - 3 Dilutions	SM 9221B/E	Water
\$ 110.00	Total & Fecal Coliforms by Enumeration - 3 Dilutions	9230B	Solid
\$ 30.00	Total Coliform and E. Coli by P/A Colilert	9223B	Water
\$ 40.00	Total Coliform and E. Coli by P/A Colisure	9223B	Water
\$ 40.00	Total Coliform and E.Coli by Enumeration Quantitray	9223B	Water
\$ 75.00	Total Coliforms by Enumeration - 3 Dilutions	9221BM	Solid
\$ 60.00	Total Coliforms by Enumeration - 3 Dilutions	SM 9221B	Water

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Price	Parameter	Method	Matrix
	Drinking Water Organics		
\$ 318.00	Dioxin 2378TCDD	EPA 1613B	Water
\$ 371.00	NDMA Low-level	EPA 1625M	Water
\$ 148.00	Organochlorine Pesticides & PCBs	EPA 508.1	Water
\$ 148.00	Polychlorinated Biphenyls	EPA 508.1	Water
\$ 159.00	Chlorinated Acid Herbicides	EPA 515.4	Water
\$ 345.00	NDMA only	EPA 521	Water
\$ 371.00	Nitrosamines	EPA 521	Water
\$ 191.00	1,4-Dioxane	EPA 522	Water
\$ 212.00	1,2,3-Trichloropropane (TCP) - GCMS-SIM	SRL 524M-TCP	Water
\$ 106.00	Epichlorohydrin	EPA 524.2	Water
\$ 106.00	Tertbutyl Alcohol (TBA) - GCMS-SIM	EPA 524.2 SIM	Water
\$ 80.00	Total Trihalomethanes (TTHM)	EPA 524.2	Water
\$ 159.00	Volatile Organic Compounds	EPA 524.2	Water
\$ 318.00	Volatile Organic Compounds - Extended List	EPA 524.2	Water
\$ 148.00	Fumigants (EDB, DBCP)	EPA 524.3	Water
\$ 106.00	Tentatively Identified Compounds (Top 10)	EPA 524.2-TICs	Water
\$ 191.00	Caffeine	EPA 525.2	Water
\$ 127.00	OP Pesticides 507 List	EPA 525.2	Water
\$ 318.00	Polynuclear Aromatics (PNA) & Phthalates	EPA 525.2	Water
\$ 318.00	PNA, Phthalates & 507 Compounds	EPA 525.2	Water
\$ 286.00	Regulated 3 & 507 Compounds	EPA 525.2	Water
\$ 159.00	Regulated 3 Compounds	EPA 525.2	Water
\$ 318.00	Semivolatiles Organics - Extended List	EPA 525.2	Water
\$ 159.00	Thiobencarb	EPA 525.2	Water
\$ 191.00	Caffeine	EPA 525.2	Water
\$ 159.00	Cyanazine	EPA 525.2	Water
\$ 318.00	Pentachlorophenol	EPA 525.2	Water
\$ 159.00	Prometon	EPA 525.2	Water
\$ 318.00	Organophosphorus Pesticides - Low-Level	EPA 525.2M QQQ	Water
\$ 106.00	Tentatively Identified Compounds (Top 10)	EPA 525.2-TICs	Water
\$ 159.00	Carbamates	EPA 531.2	Water
\$ 106.00	Glyphosate	EPA 547	Water
\$ 159.00	Endothall	EPA 548.1	Water
\$ 191.00	Diquat	EPA 549.2	Water
\$ 191.00	Diquat & Paraquat	EPA 549.2	Water
\$ 191.00	Paraquat	EPA 549.2	Water
\$ 159.00	Chloropicrin	EPA 551.1	Water
\$ 159.00	Disinfection Byproducts	EPA 551.1	Water
\$ 159.00	Haloacetic Acids (HAA5)	EPA 552.3	Water
\$ 250.00	Haloacetic Acids, Full List	EPA 552.3	Water
\$ 191.00	Aldehydes	EPA 556	Water
\$ 191.00	Formaldehyde only	EPA 556	Water
\$ 69.00	Dalapon	EPA 557	Water
\$ 159.00	Haloacetic Acids by LC/MS/MS	EPA 557	Water
\$ 265.00	Geosmin/MIB	SM 6040D SM	Water

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Price	Parameter	Method	Matrix
	UCMR 5		
\$ 400.00	UCMR5 PFOAs	EPA 537	Water
\$ 400.00	UCMR5 PFOAs	EPA 533	Water
\$ 60.00	Lithium for UCMR5	EPA 200.7	Water
	Wet Chemistry		
\$ 50.00	Acidity (CaCO3)	SM 2310B	Water
\$ 95.00	Aggressive index	AWWA	Water
\$ 32.00	Alkalinity, Total	SM 2320B	Water
\$ 32.00	Alkalinity	SM 2320BM	Solid
\$ 32.00	Alkalinity + HCO3	SM 2320B	Water
\$ 32.00	Alkalinity, Bicarbonate	SM 2320B	Water
\$ 32.00	Alkalinity, Carbonate	SM 2320B	Water
\$ 32.00	Alkalinity, All Forms	SM 2320B	Water
\$ 32.00	Alkalinity, All Forms	SM 2320BM	Solid
\$ 32.00	Alkalinity, HCO3	SM 2320B	Water
\$ 32.00	Alkalinity, Hydroxide	SM 2320B	Water
\$ 45.00	Ammonia-N	EPA 350.1	Water
\$ 45.00	Ammonia-N	EPA 350.1M	Solid
\$ 45.00	Ammonia-N	EPA 350.1M	Solid
\$ 45.00	Ammonia-N	EPA 350.1M	Solid
\$ 75.00	Biochemical Oxygen Demand	SM 5210B	Water
\$ 75.00	Biochemical Oxygen Demand, Carbonaceous	SM 5210B	Water
\$ 69.00	Bromate	EPA 557	Water
\$ 69.00	Bromate	EPA 300.1	Water
\$ 32.00	Bromide	EPA 300.0	Water
\$ 45.00	Bromide	EPA 9056	Solid
\$ 69.00	Bromide	EPA 300.1	Water
\$ 48.00	Calcium Hardness	_Varies	Water
\$ 51.00	Carbon dioxide	SM 4500CO2-C	Water
\$ 51.00	Carbon dioxide	SM 4500CO2-D	Water
\$ 64.00	Cation Exchange Capacity	EPA 9081	Solid
\$ 75.00	Chemical Oxygen Demand	EPA 410.4	Water
\$ 90.00	Chemical Oxygen Demand - Saline Matrix	EPA 410.4	Water
\$ 90.00	Chemical Oxygen Demand, Leachable	EPA 410.4M	Solid
\$ 90.00	Chloramine	SM 4500Cl-G	Water
\$ 69.00	Chlorate	EPA 300.1	Water
\$ 83.00	Chlorate	EPA 300.1M	Solid
\$ 45.00	Chloride	EPA 9056	Solid
\$ 32.00	Chloride	EPA 300.0	Water
\$ 74.00	Chlorine dioxide	SM 4500ClO2-D	Water
\$ 69.00	Chlorite	EPA 300.1	Water
\$ 106.00	Chromium, Hexavalent	EPA 7199	Water
\$ 106.00	Chromium, Hexavalent	EPA 218.6	Water
\$ 159.00	Chromium, Hexavalent	EPA 7199	Solid
\$ 127.00	Chromium, Hexavalent	EPA 218.7	Water
\$ 19.00	Color	SM 2120B	Water
\$ 75.00	Cyanide	ASTM D7511	Water
\$ 53.00	Cyanide	EPA 335.4	Water

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Price	Parameter	Method	Matrix
\$ 80.00	Cyanide, Amenable	SM 4500CN-G	Water
\$ 80.00	Cyanide, Amenable	SM 4500CN-G/EPA335.4	Water
\$ 75.00	Cyanide, Amenable	SM 4500CN-G/ASTM D7511	Water
\$ 85.00	Cyanide, Available	OIA1677	Water
\$ 85.00	Cyanide, Free DW	OIA 1677	Water
\$ 75.00	Cyanide, Total	ASTM D7511	Water
\$ 53.00	Cyanide, Total	Cyanide, total - EPA 335.4	Water
\$ 32.00	Dissolved Oxygen	SM 4500O-G	Water
\$ 220.00	Extractable Organic Halides	EPA 9023	Solid
\$ 11.00	Ferric Iron by Calculation	Calculation	Water
\$ 32.00	Ferrous Iron	SM 3500Fe-B	Water
\$ 45.00	Fluoride	EPA 9056	Solid
\$ 32.00	Fluoride	EPA 300.0	Water
\$ 223.00	General Mineral (Alk, Ca, Cl, Cu, F, Fe, Mg, Mn, MBAS, NO3, pH, K, Na, EC, SO4, TDS, Zn)	varies	Water
\$ 42.00	General Physical (Color, Odor Turbidity) Inorganic Chemicals, CA Title 22 (Al, Sb, As, Ba, Be, Cd, Cr,	_Varies	Water
\$ 341.00	Cu, CN, F, Pb, Mn, Hg, Ni, NO2, NO3, Se, Ag, Tl, Zn)	Various	Water
\$ 90.00	Hydrogen Peroxide by Titration/Colorimetric	US Perox	Water
\$ 53.00	Ignitability by Flashpoint	EPA 1010	Water
\$ 53.00	Ignitability by Flashpoint	EPA 1010	Solid
\$ 80.00	Inorganic Nitrogen (NO2+ NO3 + Ammonium)	_Varies	Water
\$ 318.00	Iodide by LC-MS/MS	EPA 331.0M	Water
\$ 48.00	Surfactants (MBAS)	SM 5540C	Water
\$ 21.00	Moisture, Percent	EPA 160.3M	Solid
\$ 195.00	NID as Cobalt Thiocyanate Active Substances	SM 5540D	Water
\$ 32.00	Nitrate N	EPA 300.0	Water
\$ 32.00	Nitrate NO3	EPA 300.0	Water
\$ 45.00	Nitrate-N	EPA 9056	Solid
\$ 32.00	Nitrate-N	EPA 353.2	Water
\$ 45.00	Nitrate-N	EPA 353.2M	Solid
\$ 32.00	Nitrate-NO3	EPA 353.2	Water
\$ 32.00	Nitrite N	EPA 300.0	Water
\$ 32.00	Nitrite NO2	EPA 300.0	Water
\$ 42.00	Nitrite+Nitrate N	EPA 300.0	Water
\$ 32.00	Nitrite-N	EPA 353.2	Water
\$ 45.00	Nitrite-N	EPA 353.2M	Solid
\$ 45.00	Nitrite-NO2	EPA 9056	Solid
\$ 32.00	Nitrite-NO2	EPA 353.2	Water
\$ 42.00	NO2+NO3-N	EPA 353.2	Water
\$ 45.00	NO2+NO3-N	EPA 353.2M	Solid
\$ 19.00	Odor	EPA 140.1	Water
\$ 80.00	Oil and Grease	EPA 1664B	Water
\$ 95.00	Oil and Grease Non-polar	EPA 1664B	Water
\$ 125.00	Organic Nitrogen (TKN - Ammonium)	varies	Water
\$ 125.00	Organic Nitrogen (TKN - Ammonium)	varies	Solid
\$ 32.00	Orthophosphate	EPA 365.3	Water
\$ 32.00	Orthophosphate-P	EPA 365.1	Water

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Price	Parameter	Method	Matrix
\$ 32.00	Orthophosphate-P	EPA 365.3	Water
\$ 32.00	Orthophosphate-P	d1475	Solid
\$ 27.00	Oxidation-Reduction Potential	SM 2580B	Water
\$ 32.00	Paint Filter Liquids Test	EPA 9095B	Solid
\$ 64.00	Perchlorate	EPA 314.0	Water
\$ 175.00	Perchlorate by LC/MS/MS	EPA 6850	Water
\$ 175.00	Perchlorate by IC/MS/MS	EPA 331.0	Water
\$ 175.00	Perchlorate by IC/MS/MS	EPA 332.0	Water
\$ 190.00	Perchlorate by LC/MS/MS	EPA 6850	Solid
\$ 80.00	Perchlorate	EPA 314.0M	Solid
\$ 20.00	pH	EPA 9040B	Water
\$ 20.00	pH	EPA 9045C	Solid
\$ 20.00	pH	SM 4500H+-B	Water
\$ 69.00	Phenolics	EPA 420.4	Water
\$ 127.00	Phenolics	EPA 9065M	Solid
\$ 48.00	Phosphate as PO4	EPA 365.3	Water
\$ 48.00	Phosphate as PO4	EPA 365.3M	Solid
\$ 48.00	Phosphorus as P	EPA 365.1	Water
\$ 48.00	Phosphorus as P	EPA 365.3	Water
\$ 48.00	Phosphorus as P	EPA 365.3M	Solid
\$ 48.00	Phosphorus as P	EPA 365.3M	Solid
\$ 48.00	Phosphorus as PO4	EPA 365.1	Water
\$ 37.00	Residual Chlorine	SM 4500Cl-G	Water
\$ 37.00	Residual Chlorine, Free	SM 4500Cl-G	Water
\$ 32.00	Residual Dissolved Solids	EPA 160.4	Water
\$ 37.00	Salinity	SM 2520B	Water
\$ 32.00	Settleable Solids	SM 2540F	Water
\$ 80.00	Sodium Absorption Ratio (SAR)	Calculation	Water
\$ 32.00	Solids, Percent	EPA 160.3M	Solid
\$ 32.00	Solids, Percent	SM 2540B	Water
\$ 32.00	Solids, Percent	SM 2540B	Solid
\$ 35.00	Specific Conductance (EC)	SM 2510B	Water
\$ 32.00	Specific Gravity	ASTM D1429	Water
\$ 45.00	Sulfate	EPA 9056	Solid
\$ 32.00	Sulfate	EPA 300.0	Water
\$ 40.00	Sulfide, Dissolved	SM 4500S2-D	Water
\$ 50.00	Sulfite	SM 4500SO3-B	Water
\$ 53.00	Suspended Sediment Concentration	ASTM D3977-97	Water
\$ 48.00	Thiosulfate	LACSD 253B	Water
\$ 40.00	Total Dissolved Solids	SM 2540C	Water
\$ 40.00	Total Dissolved Solids	SM 2540CM	Solid
\$ 40.00	Total Fixed Solids	EPA 160.4	Water
\$ 40.00	Total Fixed Solids	EPA 160.4M	Solid
\$ 80.00	Total Kjeldahl Nitrogen (TKN)	EPA 351.2	Water
\$ 80.00	Total Kjeldahl Nitrogen (TKN)	EPA 351.2M	Solid
\$ 120.00	Total Nitrogen (TKN + Nitrate + Nitrite)	_Varies	Solid
\$ 120.00	Total Nitrogen (TKN + Nitrate + Nitrite)	_Varies	Water
\$ 51.00	Total Organic Carbon	SM 5310B	Water

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Price	Parameter	Method	Matrix
\$ 51.00	Total Organic Carbon	EPA 9060A	Water
\$ 64.00	Total Inorganic Carbon	SM 5310B	Water
\$ 200.00	Total Organic Halogens	EPA 9020B	Water
\$ 200.00	Total Organic Halogens	EPA 9020M	Solid
\$ 175.00	Total Organic Halogens	SM 5320B	Water
\$ 32.00	Total Solids	SM 2540B	Water
\$ 40.00	Total Suspended Solids	SM 2540D	Water
\$ 40.00	Total Volatile Solids at 550C	EPA 160.4	Water
\$ 40.00	Total Volatile Solids at 550C	EPA 160.4M	Solid
\$ 27.00	Turbidity	EPA 180.1	Water
\$ 53.00	UV254	SM 5910B	Water
\$ 32.00	Volatile Dissolved Solids	EPA 160.4	Water
\$ 32.00	Volatile Suspended Solids	EPA 160.4	Water
Radiochemistry			
\$ 37.00	Uranium (pCi/L)	EPA 200.8	Water
\$ 69.00	Gross Alpha & Beta	EPA 900.0	Water
\$ 53.00	Gross Alpha	EPA 900.0	Water
\$ 53.00	Gross Beta	EPA 900.0	Water
\$ 53.00	Gross Alpha for high TDS	SM 7110C	Water
PFOAs			
\$ 400.00	PFAS for UCMR5	EPA 533	Water
\$ 450.00	Polyfluoroalkyl Substances (PFAS)	EPA 533	Water
\$ 300.00	PFAS for UCMR5	EPA 537.1	Water
\$ 371.00	Polyfluoroalkyl Substances (PFAS)	EPA 537.1	Water
\$ 475.00	Polyfluoroalkyl Substances (PFAS)	EPA 1633	Water
\$ 475.00	Polyfluoroalkyl Substances (PFAS)	EPA 1633	Solid
\$ 475.00	Polyfluoroalkyl Substances (PFAS)	DOD QSM Table B-15	Water
\$ 475.00	Polyfluoroalkyl Substances (PFAS)	DOD QSM Table B-15	Solid
Water Quality Organics			
\$ 58.00	Oil and Grease	EPA 1664B	Water
\$ 69.00	Oil and Grease Non-polar	EPA 1664B	Water
\$ 371.00	VOC-PMI Direct Injection	EPA 1666	Water
\$ 371.00	VOC-PMI Purge & Trap	EPA 1666	Water
\$ 148.00	Polychlorinated Biphenyls (PCBs)	EPA 608.3	Water
\$ 191.00	Organochlorine Pesticides	EPA 608.3	Water
\$ 250.00	Organochlorine Pesticides - Extended List	EPA 608.3	Water
\$ 191.00	OP Pesticides & PCBs	EPA 608.3	Water
\$ 191.00	OC Pesticides & PCBs CTR List	EPA 608.3	Water
\$ 250.00	OC Pesticides/PCBs Low-Level	EPA 608.3	Water
\$ 350.00	OP Pesticides - Low-level	EPA 625.1M	Water
\$ 191.00	Pentachloronitrobenzene	EPA 608.3	Water
\$ 265.00	Chlorinated Herbicides	EPA 615	Water
\$ 127.00	Acrolein & Acrylonitrile (3 Day Holding Time)	EPA 624.1	Water
\$ 159.00	Volatile Organic Compounds (VOCs)	EPA 624.1	Water
\$ 212.00	VOCs - Extended List	EPA 624.1	Water
\$ 159.00	Volatile Organic Compounds CTR	EPA 624.1	Water
\$ 212.00	VOCs + Oxys	EPA 624.1	Water
\$ 320.00	Semivolatile Organic Compounds (SVOCs)	EPA 625.1	Water

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Price	Parameter	Method	Matrix
\$ 320.00	SVOC CTR List	EPA 625.1	Water
\$ 375.00	SVOC - Extended List	EPA 625.1	Water
\$ 375.00	SVOC + Pesticides	EPA 625.1	Water
\$ 160.00	Bis-(2-Ethylhexyl)Phthalate	EPA 625.1	Water
\$ 255.00	Polynuclear Aromatic Hydrocarbons (PAHs)	EPA 625.1 SIM	Water
\$ 400.00	PAHs Low level in water by GC/MS/MS	EPA 625.1	Water
\$ 106.00	Tentatively Identified Compounds (Top 10)	EPA 625.1	Water
Hydrocarbons/Alcohols			
\$ 127.00	EPA 8015 - Alcohols	EPA 8015B	Solid
\$ 69.00	EPA 8015 - Diesel & Oil Range Organics (DRO/ORO)	EPA 8015B	Solid
\$ 69.00	EPA 8015 - Diesel Range Organics (DRO)	EPA 8015B	Solid
\$ 127.00	EPA 8015 - Diethylene Glycol	EPA 8015B	Solid
\$ 127.00	EPA 8015 - Ethylene Glycol	EPA 8015B	Solid
\$ 127.00	EPA 8015 - Ethylene & Propylene Glycol	EPA 8015B	Solid
\$ 69.00	Gasoline Range Organics (GRO)	EPA 8260B	Solid
\$ 80.00	Gasoline Range Organics (GRO) + BTEX MTBE	EPA 8260B	Solid
\$ 127.00	Alcohols (MeOH EtOH IPA)	EPA 8015B	Water
\$ 69.00	Diesel & Oil Range Organics (DRO/ORO)	EPA 8015B	Water
\$ 69.00	Diesel Range Organics (DRO)	EPA 8015B	Water
\$ 127.00	Ethanol	EPA 8015B	Water
\$ 127.00	Ethylene Glycol	EPA 8015B	Water
\$ 127.00	Ethylene/Propylene Glycol	EPA 8015B	Water
\$ 69.00	Gasoline Range Organics (GRO)	EPA 8260B	Water
\$ 80.00	Gasoline Range Organics (GRO) + BTEX MTBE	EPA 8260B	Water
\$ 127.00	Isopropanol	EPA 8015B	Water
\$ 127.00	Propylene Glycol	EPA 8015B	Water
\$ 265.00	Volatile Fatty Acids by GCFID	EPA 8015M	Water
SW 846-Organics			
\$ 191.00	1,4-Dioxane - GCMS (SIM)	EPA 8270M	Water
\$ 200.00	1,4-Dioxane - SPME/GCMS	EPA 8270M	Water
\$ 160.00	Bis-(2-Ethylhexyl)Phthalate	EPA 8270C	Water
\$ 95.00	Benzene, Toluene & Xylene (BTEX)	EPA 8260B	Water
\$ 127.00	BTEX +Oxygenates	EPA 8260B	Solid
\$ 127.00	BTEX +Oxygenates	EPA 8260B	Water
\$ 159.00	Carbamates	EPA 8318	Solid
\$ 424.00	Carbamates by LC/MS/MS	EPA 8321A	Solid
\$ 265.00	Chlorinated Herbicides	EPA 8151A	Solid
\$ 265.00	Chlorinated Herbicides	EPA 8151A	Water
\$ 186.00	Chlorinated Herbicides - 24D & Silvex only	EPA 8151A	Solid
\$ 212.00	OC Pesticides and PCBs	EPA 8081A/8082	Solid
\$ 212.00	OC Pesticides and PCBs	EPA 8081A/8082	Water
\$ 191.00	OC Pesticides Appendix IX	EPA 8081A	Water
\$ 250.00	OC Pesticides, Extended List	EPA 8081A	Solid
\$ 191.00	OC Pesticides	EPA 8081A	Solid
\$ 191.00	OC Pesticides	EPA 8081A	Water
\$ 375.00	Organochlorine Pesticides (OCPs) by GC/MS	EPA 8270C	Solid
\$ 233.00	Organophosphorus (OP) Pesticides	EPA 8141A	Solid
\$ 233.00	OP Pesticides	EPA 8141A	Water

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Price	Parameter	Method	Matrix
\$ 212.00	Oxygenates	EPA 8260B	Water
\$ 212.00	Oxygenates	EPA 8260B	Solid
\$ 180.00	Phenolics	EPA 8270C	Water
\$ 250.00	Phenolics - SIM	EPA 8270C SIM	Solid
\$ 350.00	Phenolics - SIM	EPA 8270C SIM	Water
\$ 148.00	Polychlorinated Biphenyls (PCBs)	EPA 8082	Solid
\$ 148.00	Polychlorinated Biphenyls (PCBs)	EPA 8082	Water
\$ 350.00	Polynuclear Aromatics Hydrocarbons (PAHs) - SIM	EPA 8270C SIM	Water
\$ 350.00	Polynuclear Aromatics Hydrocarbons (PAHs) - SIM	EPA 8270C SIM	Solid
\$ 550.00	PAHs -Trace by GC/MS/MS	EPA 8270C	Solid
\$ 320.00	Semivolatile Organic Compounds (SVOCs)	EPA 8270C	Solid
\$ 320.00	Semivolatile Organic Compounds (SVOCs)	EPA 8270C	Water
\$ 375.00	SVOCs Appendix II	EPA 8270C	Water
\$ 375.00	SVOCs Appendix IX	EPA 8270C	Water
\$ 375.00	SVOCs - Appendix IX List	EPA 8270C	Solid
\$ 106.00	SVOC Tentatively Identified Compounds (Top 10 TICs)	EPA 8270C-TICs	Solid
\$ 106.00	SVOC Tentatively Identified Compounds (Top 10 TICs)	EPA 8270C-TICs	Water
\$ 375.00	SVOCs + OC Pesticides	EPA 8270C	Water
\$ 159.00	Volatile Organic Compounds (VOCs)	EPA 8260B	Solid
\$ 159.00	Volatile Organic Compounds (VOCs)	EPA 8260B	Water
\$ 106.00	VOC Tentatively Identified Compounds (Top 10 TICs)	EPA 8260B-TICs	Water
\$ 212.00	VOCs - Extended List	EPA 8260B	Solid
\$ 212.00	VOCs + Oxys	EPA 8260B	Solid
\$ 212.00	VOCs + Oxys	EPA 8260B	Water
\$ 159.00	VOCs Appendix I	EPA 8260B	Water
\$ 212.00	VOCs Appendix II	EPA 8260B	Water
\$ 212.00	VOCs Appendix IX	EPA 8260B	Water
Leaching Procedures			
\$ 138.00	TCLP-Zero Headspace Extraction	1311 EPA_s TCLP-ZHE Leach	Solid
\$ 85.00	STLC Extraction	1985 CCR_s CAWET Leach	Solid
\$ 106.00	TCLP Extraction	1311 EPA_s TCLP Leach	Solid
Specialty Testing			
\$ 371.00	Alkyl Phenols (Low-level) GCMS	ASTM D7065	Water
\$ 318.00	Dioxin 2378TCDD	EPA 1613B ATP	Water
\$ 371.00	Polybrominated Diphenyl Ethers (PBDEs) GC/MS SIM	EPA 1614M	Water
\$ 371.00	Polybrominated Diphenyl Ethers (PBDEs) GC/MS SIM	EPA 1614M	Solid
\$ 424.00	Nitrosoamines Low-level	EPA 1625M	Water
\$ 424.00	Nitrosoamines Low-level	EPA 1625M	Solid
\$ 371.00	N - Nitrosodiphenylamine, Low-level	EPA 1625M	Water
\$ 424.00	6PPD & IPPD Quinone	EPA 1694M	Water
\$ 524.00	Quinones - Extended List	EPA 1694M	Water
\$ 180.00	Pesticides - EPA 507 List	EPA 525.2M	Solid
\$ 318.00	Diuron/Linuron and Degradates	EPA 532M	Water
\$ 800.00	Acetamide Herbicide Degradates by LC-MSMS	EPA 538	Water
\$ 424.00	Carbamate Pesticides by LC/MS/MS	EPA 538	Water
\$ 424.00	Herbicides by LC/MS/MS	EPA 538	Water
\$ 424.00	Neonicotinoids by LC/MS/MS	EPA 538	Water
\$ 424.00	Neonicotinoids by LC/MS/MS	EPA 538M	Solid

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Price	Parameter	Method	Matrix
\$ 424.00	NP/OPCarbamate Pesticides by LC/MS/MS	EPA 538	Water
\$ 800.00	Pesticide Screen by LC/MS/MS	EPA 538	Water
\$ 450.00	Microcystins & Nodularin	EPA 544	Water
\$ 425.00	Anatoxin & Cylindrospermopsin	EPA 545	Water
\$ 175.00	Total Microsystin (ELISA)	EPA 546	Water
\$ 212.00	Glyphosate	EPA 547M	Solid
\$ 300.00	Glyphosate & AMPA by LCMS	EPA 547M	Water
\$ 212.00	Paraquat	EPA 549.2M	Solid
\$ 265.00	Aldehydes	EPA 556M	Solid
\$ 212.00	Diuron	EPA 632	Water
\$ 371.00	Pyrethroid Pesticides by GC/MS/MS	EPA 8270C	Water
\$ 371.00	Pyrethroid Pesticides by GC/MS/MS	EPA 8270M	Solid
\$ 265.00	Formaldehyde	EPA 8315A	Solid
\$ 212.00	Formaldehyde	EPA 8315A	Water
\$ 212.00	Formaldehyde & Acetaldehyde	EPA 8315A	Water
\$ 265.00	Formaldehyde+Acetaldehyde	EPA 8315A	Solid
\$ 250.00	Hydrazine LC/MS	EPA 8315M	Water
\$ 300.00	Hydrazine LC/MS	EPA 8315M	Solid
\$ 424.00	Acrylamide	EPA 8316	Water
\$ 175.00	Carbamates	EPA 8318	Water
\$ 424.00	Carbamate Pesticides by LC/MS/MS	EPA 8321A	Water
\$ 424.00	Herbicides by LC/MS/MS	EPA 8321A	Water
\$ 424.00	Pesticides/Herbicides by LC/MS/MS	EPA 8321A	Water
\$ 318.00	Explosives	EPA 8330A	Solid
\$ 318.00	Explosives	EPA 8330A	Water
\$ 477.00	PCB Congeners	GC/MS/MS	Water
\$ 477.00	PCB Congeners	GC/MS/MS	Solid
\$ 265.00	Geosmin/MIB	SM 6040D	Water
\$ 212.00	Tributyltin by GC/MS	SM 6710	Water
\$ 212.00	Tributyltin by GC/MS	SM 6710	Solid
\$ 477.00	PCB Congeners by GC/MS/MS	WL_PCB Congeners	Solid
Pharmaceuticals and Personal Care Products (PPCPs)			
\$ 1,500.00	PPCPs (Full List)	EPA 1694M	Solid
By Quote	PPCPs (Full List)	EPA 1694M	Solid
\$ 600.00	PPCPs List A	EPA 1694M	Water
By Quote	PPCPs List A	EPA 1694M	Solid
\$ 500.00	PPCPs List B	EPA 1694M	Water
By Quote	PPCPs List B	EPA 1694M	Solid
\$ 400.00	PPCPs List C	EPA 1694M	Water
By Quote	PPCPs List C	EPA 1694M	Solid
\$ 600.00	Drugs of Abuse	EPA 1694M	Water
\$ 400.00	Sucralose	EPA 1694M	Water

Target analytes can be viewed at wecklabs.com

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Additional Fees & Services	
Description	Price
Rain Event - Standby Flat Fee	\$400.00
Sample Control - Off Hours (workdays)	\$90.00
Sample Control - Weekend	\$180.00
Sample Control - Holiday	\$270.00
Analytical - Off Hours (workdays)	\$125.00
Analytical - Weekend	\$250.00
Analytical - Holiday	\$375.00
Weekend Microbiology Fee	\$80.00
Courier, Local	\$75.00
Courier - Outside Local Area	by Quote
Courier - Weekend Sample Pick-up	by Quote
EDD - Custom programming, per hour	\$100.00
EDD - ADAPT/ADR	\$50.00
EDD - CEDEN	\$30.00
EDD - CIWQS	\$30.00
EDD - CLIP EDT	\$5.00
EDD - EQUIS	\$50.00
EDD - ERPIMS	\$50.00
EDD - Geotracker EDF	\$30.00
EDD - LINKO	\$30.00
EDD - SMARTS	\$30.00
EDD - Standard	No charge
EDD - SWAMP	\$30.00
EDD - UCMR CDX	\$30.00
EDD - WaterTrax	\$10.00
Field Data Entry	\$3.00
International Wire Transfer Fee	\$45.00
Microbiology - each extra dilution	\$16.00
Minimum Charge (per workorder)	\$300.00
Minimum Charge - EPA 1640 (1 metal)	\$250.00
Preparation - Digestion for Air filter	\$75.00
Preparation - Digestion for metals	\$37.00
Preparation - Extract + Report FRB - EPA 533	\$400.00
Preparation - Extract + Report FRB - EPA 537.1	\$300.00
Preparation - Extract Only FRB - EPA 533	\$200.00
Preparation - Extract Only FRB - EPA 537.1	\$150.00
Preparation - Extraction - No Analysis	50% Surcharge
Preparation - Rush Extraction	50% Surcharge
Preparation - Filtration	\$20.00
Preparation - Gel Permeation Chromatography	\$106.00
Report - Hardcopy	\$20.00
Report - Level III QC	10% Surcharge
Report - Level IV QC	15% Surcharge
Report - Level II or IV QC, Requested After Results Reported	20% Surcharge
Report - Level II or IV QC Minimum Fee	\$50.00
Report - Revisions requested by client, per hour	\$120.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Sample Hold, per sample	\$5.00
Sample Archive - Monthly, per sample (ambient temperature)	\$5.00
Sample Archive - Monthly, per sample (refrigeration)	\$10.00
Sample Archive - Monthly, per sample (frozen)	\$15.00
Sample Disposal, per sample (samples not analyzed)	\$5.00
Sampling - Blank Autoclaved DI water per Liter	\$20.00
Sampling - Blank Deionized water per Liter	\$15.00
Sampling - Blank Ultra-Trace water per Liter	\$25.00
Sampling - ISCO Composite Sampler	\$220.00
Sampling - Field Technician per Hour	\$100.00
Sampling - Field Technician Travel Time	\$100.00
Sampling - Grab, per Hour	\$100.00
Sampling Kit - Sterile Filter, Syringe & Bottle	\$16.00
Dissolved Sulfide Flocculation Kit	\$15.00
Cooler Return	\$25.00
Shipping - Outbound	By Quote
Stormwater Sampling kit	\$25.00

Rush fees may apply based upon requested Turn-around time.

All rush turn-around time and after hour sample receipt or analysis must be pre-approved

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
STORMWATER QUALITY DIVISION
RFP NO. BRC0000420**

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	WSP USA Environment & Infrastructure Inc.

Classification	Hourly Rate (No Prevailing Wage Rates)
President	\$372
Senior Executive	\$372
Executive Vice President	\$355
Vice President	\$350
Senior Project Manager	\$317
Principal	\$315
Project Manager	\$300
Senior Program Manager	\$298
QA/QC Manager	\$285
Program Manager	\$285
Associate Engineer (Civil, Electrical, Mechanical)	\$263
Associate Environmental Scientist	\$263
Assistant Project Manager	\$245
Senior Engineer (Civil, Electrical, Mechanical)	\$245
Water Resources Engineer (Hydrologist)	\$245
Senior Environmental Scientist	\$245
Grant Manager	\$245

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Project Controls - Senior	\$231
Environmental Engineer	\$200
Environmental Scientist (Microbiologist, Biologist, Chemist)	\$200
Geologist	\$200
Database Specialist/Manager	\$200
CEQA Specialist	\$200
Document Support Specialist	\$187
GIS Specialist	\$180
Statistician	\$180
Lab Manager	\$180
Staff Engineer	\$180
Staff Environmental Scientist	\$180
Supervising Field Technician	\$160
Assistant Engineer	\$160
Assistant Environmental Scientist	\$160
Field Technician	\$140
Project Controls - Staff	\$136
Engineering Technician	\$135
Lab Technician	\$120
Administrative Support Staff	\$120

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	Black & Veatch Corporation
Subconsultant Firm:	WSP USA Environment & Infrastructure Inc.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Effluent/Water Samples

Common Name	Test Species	Test Endpoints	Dilution Series	100% Only
Acute Freshwater Tests				
Cladoceran Waterflea	Ceriodaphnia dubia	48hr Acute Survival	\$1,000	\$800
Cladoceran Waterflea	Ceriodaphnia dubia	96hr Acute Survival	\$1,100	\$900
Cladoceran Waterflea	Daphnia magna/pulex	48hr Acute Survival	\$1,200	\$950
Cladoceran Waterflea	Daphnia magna/pulex	96hr Acute Survival	\$1,250	\$1,000
Fathead Minnow	Pimephales promelas	96hr Acute Survival	\$1,100	\$900
Freshwater Amphipod	Hyalella azteca (water exposure)	96hr Acute Survival	\$1,100	\$900
Chronic Freshwater Tests				
Cladoceran Waterflea	Ceriodaphnia dubia	Chronic Survival & Reproduction	\$1,750	\$1,350
Fathead Minnow	Pimephales promelas	Chronic Survival & Growth	\$1,700	\$1,300
Green Algae ²	Raphidocelis subcapitata	Chronic Cell-Density Growth	\$1,550	\$1,150
Freshwater Amphipod	Hyalella azteca (water exposure)	10d Chronic Survival & Growth	\$1,800	\$1,400
Acute Marine Tests				
Mysid Shrimp	Americamysis bahia	96hr Acute Survival	\$1,100	\$950
Pacific Topsmelt	Atherinops affinis	96hr Acute Survival	\$1,200	\$1,000
Inland Silverside	Menidia beryllina	96hr Acute Survival	\$1,200	\$1,000
Chronic Marine Tests				
Giant Kelp	Macrocystis pyrifera	Chronic Germination & Growth	\$1,800	\$1,400
Pacific Topsmelt	Atherinops affinis	Chronic Survival & Growth	\$1,750	\$1,350
Inland Silverside	Menidia beryllina	Chronic Survival & Growth	\$1,750	\$1,350
Mysid Shrimp	Americamysis bahia	Chronic Survival & Growth	\$1,800	\$1,400
Red Abalone	Haliotis rufescens	Chronic Embryo Development	\$1,800	\$1,400
Bay Mussel ¹	Mytilus galloprovincialis	Chronic Embryo Development	\$1,800	\$1,400
Purple Sea Urchin ¹	Strongylocentrotus purpuratus	Chronic Fertilization	\$1,550	\$1,275
Purple Sea Urchin ¹	Strongylocentrotus purpuratus	Chronic Embryo Development	\$1,750	\$1,400

¹The Mussel can be substituted with the Pacific Oyster Crassostrea gigas; the Sea Urchin can be substituted with the Sand Dollar Dendraster excentricus.

²The Green Algae species was formerly known as Selenastrum capricornutum.

CA Title 22 Hazardous Waste Characterization ²			
Fathead Minnow	Pimephales promelas	Acute Survival (Screen - 2 conc.)	\$1,000
Fathead Minnow	Pimephales promelas	Acute Survival (Definitive - 5 conc.)	\$1,250

²If solvents, extra treatment controls, or extra sample preparations required, there may be an additional charge.

Toxicity Identification Evaluation (TIE)	
Phase-I TIE: between \$7,000 to \$10,000 depending on the test species, endpoints, and number of treatments evaluated	
Phase-II or III TIE: Quoted separately on a case-by-case basis	

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Sediment Samples

(per sample test costs)

Common Name	Test Species	Test Endpoints	1-3 Samples	4+ Samples
Fish/Mysid/or Waterflea	marine & freshwater species	96-hr Acute Survival (elutriate) ⁵	\$1,400	\$1,250
Fish/Mysid/or Waterflea	marine & freshwater species	96-hr Acute Survival (sediment)	\$1,250	\$1,100
Freshwater Amphipod	<i>Hyalella azteca</i>	10-day Survival ²	\$1,750	\$1,600
Marine Amphipod	<i>Eohaustorius estuarius</i>	10-day Survival ²	\$1,600	\$1,450
Marine Amphipod	other marine species ¹	10-day Survival ²	\$1,700	\$1,550
Polychaete Worm	<i>Neanthes</i> sp.	10-day Survival	\$1,550	\$1,400
Polychaete Worm	<i>Neanthes</i> sp.	20-day Survival & Growth	\$2,250	\$2,100
Midge Larvae	<i>Chironomus</i> sp.	10-day Survival	\$1,650	\$1,500
Midge Larvae	<i>Chironomus</i> sp.	21-day Survival & Growth	\$2,500	\$2,250
Freshwater Amphipod	<i>Hyalella azteca</i>	28-day Survival & Growth	\$4,000	\$3,850
Marine Amphipod	<i>Leptocheirus</i> sp.	28-day Survival & Growth	\$4,100	\$3,950
Bay Mussel	<i>Mytilus galloprovincialis</i>	Sediment-Water Interface Dev.	\$1,675	\$1,500
Purple Sea Urchin	<i>Strongylocentrotus purpuratus</i>	Fertilization (w/ pore water)	\$1,600	\$1,450
Purple Sea Urchin	<i>Strongylocentrotus purpuratus</i>	Development (w/ pore water)	\$1,700	\$1,550
Freshwater Clam	<i>Corbicula</i> sp.	28-day Bioaccumulation	\$4,950	\$4,850
Marine Clam	<i>Macoma</i> sp.	28-day Bioaccumulation	\$4,800	\$4,700
Marine Clam & Worm	<i>Macoma</i> sp. & <i>Nereis</i> sp.	28-day Bioaccumulation	\$5,800	\$5,700
Fish/Mysid/Mussel (spp)	<i>Menidia/Americamysis/Mytilus</i>	Suspended Particulate Phase (spp) ³	\$4,500	\$4,200

¹ Other marine amphipods include *Ampelisca abdita*, *Grandisirella japonica*, *Rhepoxynius abronius*, and *Leptocheirus plumulosus*.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Molecular Services

Service	Includes		Pricing
Sampling Kit	Kit for collection of HF183 samples, including sample containers, cooler, acid waste container, blank water, collection and handling SOP, COC, labels.	500mL single use bottles provided by WSP.	Kit for 10 samples: \$170 Kit for 20 samples: \$325
		Bottles provided by client, to be cleaned/prepared by WSP.	Kit for 20 samples: \$250

Service	Includes	Pricing
Filtration	Includes 3 PC filter replicates. Target volume 100-150mL ¹ .	\$250 per sample
	Each additional PC filter replicate, 100-150mL ¹ .	\$40 per sample
	Each additional HA filter replicate with pH adjustment/MgCl2 preservative, 500mL ¹ .	\$80 per sample

¹ – Maximum volume will be that which is able to be filtered in 15 minutes.

Service	Includes	Pricing
Archival	Complimentary archival for 60 days after sample collection.	\$5/sample per month beyond 60 days

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Service	Includes	Pricing
MST Markers (e.g. HF183) by ddPCR	Includes formal Laboratory Report with QA/QC data summary, CEDEN-formatted EDD. Includes inhibition/recovery testing and re-analysis, if required. Assumes from frozen filter, filtration conducted by WSP. Assumes TAT 10 business days.	First assay: \$250 per sample ¹ if filtered by WSP
Viral Pathogens		\$300 per sample ¹ if submitted as frozen filter Each additional assay: \$150 per sample Method dependent ²

1 – Minimum batch charge of \$1250 may be incurred if <5 samples are submitted and no other batches scheduled for ddPCR concurrently.

2 – Type of viral pathogen (e.g. ssRNA, dsDNA) and preferred analytical protocol depend on the specific pathogen and sample type. TBD.

Service	Includes	Pricing
Filter Shipment	Includes preparation/shipment of up to 160 filters on dry ice. Does not include the FedEx charge (includes labor and supply costs only).	\$300 per shipment
Courier Pickup	Assumes pickup within Los Angeles County	\$250 per batch

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 3

5/3/2024

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
RFP NO. BRC0000420**

Prime Firm:	CWE
Subconsultant Firm:	---

Classification	Hourly Rate
Senior Principal	\$410.00
Principal	\$399.00
Associate Principal	\$387.00
Technical Advisor	\$380.00
Health and Safety Manager	\$380.00
Senior Project Manager	\$365.00
Project/Task Order Manager	\$347.00
Principal Engineer	\$325.00
Senior Civil Engineer	\$306.00
Civil Engineer	\$287.00
Associate Civil Engineer	\$267.00
GIS Analyst	\$206.00
Senior Environmental Planner	\$279.00
Environmental Planner	\$214.00
Principal Environmental Scientist	\$320.00
Senior Environmental Scientist	\$300.00
Environmental Scientist	\$252.00
Environmental Analyst	\$215.00
Field Supervisor	\$285.00
Field Technician	\$200.00 – Prevailing Wage
Senior Engineering Technician	\$215.00
Engineering Technician	\$185.00
Associate Engineering Technician	\$160.00
Construction Manager	\$280.00
Senior Construction Inspector	\$245.00 – Prevailing Wage
Construction Inspector	\$205.00 – Prevailing Wage
Graphic Designer	\$166.00
Grant Writer	\$225.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	Black & Veatch Corporation

Classification	Hourly Rate
Senior Vice President	\$ 475.00
Principal Technical Specialist	\$ 450.00
Principal-In-Charge	\$ 450.00
Vice President	\$ 445.00
Project Director	\$ 435.00
Technical Advisor	\$ 435.00
Principal Task Order Manager	\$ 430.00
Project Principal	\$ 430.00
Principal Application Developer	\$ 425.00
Principal Technical Advisor	\$ 415.00
Program Manager	\$ 400.00
Supervisor/Administrator	\$ 395.00
Principal Water Quality Analyst	\$ 390.00
Principal Engineer	\$ 385.00
Instrumentation & Controls Specialist	\$ 370.00
Principal Cost Estimator	\$ 370.00
Project Manager 4	\$ 370.00
Principal Planner	\$ 360.00
Principal Scientist	\$ 360.00
Groundwater Modeler: Principal	\$ 350.00
Project Manager 3	\$ 345.00
Principal Construction Manager	\$ 345.00
Communications Director	\$ 335.00
Principal Engineering Technician	\$ 335.00
Principal HSE Manager	\$ 335.00
Senior Technical Advisor	\$ 335.00
Deputy Supervisor/Administrator	\$ 330.00
Principal Field Inspector	\$ 320.00
Project Manager 2	\$ 320.00
Principal CAD Technician	\$ 315.00
Senior Technical Specialist	\$ 315.00
Principal Geologist	\$ 310.00
Senior Water Quality Manager	\$ 305.00
Task Order Manager	\$ 300.00
Field Supervisor	\$ 295.00
HSE Manager	\$ 295.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	Black & Veatch Corporation

Classification	Hourly Rate
Project Manager 1	\$ 295.00
Senior Construction Manager	\$ 295.00
Principal GIS Technician	\$ 290.00
Senior Cost Estimator	\$ 280.00
Groundwater Modeler III	\$ 260.00
Creative Strategist	\$ 255.00
Estimator/Scheduler	\$ 255.00
Senior Task Order Manager	\$ 255.00
Senior Engineer	\$ 245.00
Project Controls-Sr. Scheduler	\$ 240.00
Regulatory Permit Specialist	\$ 240.00
SWPPP (QSP/CSD)	\$ 240.00
Water Quality Analyst	\$ 240.00
Labor Compliance Analyst II	\$ 230.00
Cost Estimator	\$ 225.00
Senior Field Inspector	\$ 220.00
Environmental Analyst	\$ 215.00
HSE Support	\$ 215.00
NEPA/CEQA Planner	\$ 215.00
Right of Way (ROW) Manager	\$ 215.00
Senior Engineering Technician	\$ 215.00
Senior Geologist	\$ 215.00
Senior Scientist	\$ 215.00
Grant Support Staff	\$ 200.00
Senior GIS Technician	\$ 200.00
Project Controls	\$ 200.00
Finance Analyst	\$ 200.00
Resident Engineer	\$ 200.00
Senior Planner	\$ 200.00
Staff Field Inspector	\$ 200.00
Groundwater Modeler II	\$ 195.00
Outreach Specialist	\$ 190.00
Staff CAD Technician	\$ 190.00
Staff Engineer	\$ 190.00
Labor Compliance Analyst I	\$ 185.00
Field Technician	\$ 180.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	Black & Veatch Corporation

Classification	Hourly Rate
Field / Laboratory Technician	\$ 180.00
Project Controls-Estimator	\$ 180.00
Regulatory Support Specialist	\$ 180.00
Right of Way (ROW) Engineer/Specialist	\$ 180.00
Senior CAD Technician	\$ 180.00
Staff Construction Manager	\$ 180.00
Technical Editing/Writer	\$ 180.00
Permit Processor	\$ 175.00
Staff Engineering Technician	\$ 175.00
Staff Technical Specialist	\$ 170.00
Staff GIS Technician	\$ 170.00
Associate Application Developer	\$ 165.00
Associate Geologist	\$ 165.00
Associate Technical Specialist	\$ 165.00
Irrigation Designer	\$ 165.00
Staff Geologist	\$ 165.00
Associate Engineer	\$ 165.00
Associate Field Inspector	\$ 165.00
Associate Engineering Technician	\$ 160.00
Staff Scientist	\$ 160.00
Associate CAD Technician	\$ 160.00
Associate GIS Technician	\$ 160.00
Community Outreach Staff	\$ 160.00
Research Analyst	\$ 160.00
Staff Planner	\$ 160.00
Technical Editor	\$ 160.00
Associate Scientist	\$ 155.00
Associate Planner	\$ 155.00
Project Coordinator	\$ 155.00
Associate Construction Manager	\$ 150.00
Groundwater Modeler I	\$ 145.00
Project Support Assistant	\$ 145.00
Assistant Technical Specialist	\$ 145.00
Assistant Construction Manager	\$ 140.00
Assistant Field Inspector	\$ 140.00
Assistant Geologist	\$ 140.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	Downstream Services, Inc.

Classification	Hourly Rate
Emergency Response Fee	\$250.00 (per 1 to 2-man crew) per day
Meals & Incidental Expenses (when applicable)	\$59.00 per employee per day
Confined Space Entry Equipment (per unit)	\$450.00 per day
SCBA Equipment (per unit)	\$250.00 per day
Camel Jet/Vacuum Combo Truck with Operator	\$310.00 per hour – prevailing wage
Mini Pumper Truck 750 Gallon with Operator	\$230.00 per hour – prevailing wage
Trailer Jetter w/ Pickup Truck with Operator	\$207.00 per hour – prevailing wage
Pumper Truck 4,000 Gallon	\$239.00 per hour – prevailing wage
Water Truck 2,000 Gallon	\$223.00 per hour – prevailing wage
CCTV Inspection Truck	\$227.00 per hour – prevailing wage
Robotic Cutter Truck	\$304.00 per hour – prevailing wage
Traffic Control Truck with Technician	\$191.00 per hour – prevailing wage
Roll Off Truck with Driver/Operator	\$224.00 per hour – prevailing wage
3 Ton Crane Truck with Driver/Operator	\$193.00 per hour – prevailing wage
Multi-Tool Excavator 50,000 lbs. with Operator	\$275.00 per hour – prevailing wage
Backhoe/Mini-Excavator/Skid Steer/Wheel Loader with Operator	\$226.00 per hour – prevailing wage
Pickup Truck	\$23.00 per hour
Utility Truck	\$45.00 per hour
Specialty Cleaning Nozzle (Grease Cutter, Chain Flail, etc.)	\$5.00 per hour
Tamper/Compactor	\$167.00 per day
Jackhammer/Air Compressor	\$234.00 per day
Dump Trailer	\$163.00 per day
Attenuator Trailer	\$525.00 per day
Changeable Message Board	\$263.00 per day
Flashing Arrow Board	\$147.00 per day
2-Inch Submersible Pump	\$111.00 per day
3-Inch Trash Pump	\$177.00 per day
4-Inch Hydraulic Pump with Power Unit	\$591.00 per day
4 to 6-Inch Bypass Trailer with Vacuum Assist Pump	\$787.00 per day
4 to 6-Inch Discharge Hose (\$1/ft daily)	\$1.00 per foot per day
Generator 6500 Watt	\$118.00 per day
Transportable Treatment Unit 10-15 Cubic Yard*	\$66.00 per day
Transportable Treatment Unit 20 Cubic Yard*	\$74.00 per day
Offsite Systems/QAQC Analyst	\$131.00 per hour

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	Downstream Services, Inc.

Classification	Hourly Rate
Offsite Project Manager	\$164.00 per hour
Onsite Safety Manager	\$164.00 per hour
Foreman w/ Pickup Truck	\$209.00 per hour – prevailing wage
Operator	\$185.00 per hour – prevailing wage
Instrumentation Technician w/ Utility Truck	\$227.00 per hour – prevailing wage
Laborer	\$154.00 per hour – prevailing wage
Camel Jet/Vacuum Combo Truck with Operator (Overtime and/or ER)	\$419.00 per hour – prevailing wage
Mini Pumper Truck 750 Gallon with Operator (Overtime and/or ER)	\$311.00 per hour – prevailing wage
Trailer Jetter w/ Pickup Truck with Operator (Overtime and/or ER)	\$279.00 per hour – prevailing wage
Pumper Truck 4,000 Gallon (Overtime and/or ER)	\$323.00 per hour – prevailing wage
Water Truck 2,000 Gallon (Overtime and/or ER)	\$301.00 per hour – prevailing wage
CCTV Inspection Truck (Overtime and/or ER)	\$306.00 per hour – prevailing wage
Robotic Cutter Truck (Overtime and/or ER)	\$410.00 per hour – prevailing wage
Traffic Control Truck with Technician (Overtime and/or ER)	\$258.00 per hour – prevailing wage
Roll Off Truck with Driver/Operator (Overtime and/or ER)	\$302.00 per hour – prevailing wage
3 Ton Crane Truck with Driver/Operator (Overtime and/or ER)	\$261.00 per hour – prevailing wage
Multi-Tool Excavator 50,000 lbs. with Operator (Overtime and/or ER)	\$371.00 per hour – prevailing wage
Backhoe/Mini-Excavator/Skid Steer/Wheel Loader with Operator (Overtime and/or ER)	\$305.00 per hour – prevailing wage
Offsite Systems/QAQC Analyst (Overtime and/or ER)	\$177.00 per hour
Offsite Project Manager (Overtime and/or ER)	\$221.00 per hour
Onsite Safety Manager (Overtime and/or ER)	\$221.00 per hour
Foreman w/ Pickup Truck (Overtime and/or ER)	\$282.00 per hour – prevailing wage
Operator (Overtime and/or ER)	\$250.00 per hour – prevailing wage
Instrumentation Technician w/ Utility Truck (Overtime and/or ER)	\$306.00 per hour – prevailing wage
Laborer (Overtime and/or ER)	\$208.00 per hour – prevailing wage
Camel Jet/Vacuum Combo Truck with Operator (Double Time)	\$465.00 per hour – prevailing wage

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	Downstream Services, Inc.

Classification	Hourly Rate
Mini Pumper Truck 750 Gallon with Operator (Double Time)	\$345.00 per hour – prevailing wage
Trailer Jetter w/ Pickup Truck with Operator (Double Time)	\$311.00 per hour – prevailing wage
Pumper Truck 4,000 Gallon (Double Time)	\$359.00 per hour – prevailing wage
Water Truck 2,000 Gallon (Double Time)	\$335.00 per hour – prevailing wage
CCTV Inspection Truck (Double Time)	\$341.00 per hour – prevailing wage
Robotic Cutter Truck (Double Time)	\$456.00 per hour – prevailing wage
Traffic Control Truck with Technician (Double Time)	\$287.00 per hour – prevailing wage
Roll Off Truck with Driver/Operator (Double Time)	\$336.00 per hour – prevailing wage
3 Ton Crane Truck with Driver/Operator (Double Time)	\$290.00 per hour – prevailing wage
Multi-Tool Excavator 50,000 lbs. with Operator (Double Time)	\$413.00 per hour – prevailing wage
Backhoe/Mini-Excavator/Skid Steer/Wheel Loader with Operator (Double Time)	\$339.00 per hour – prevailing wage
Offsite Systems/QAQC Analyst (Double Time)	\$197.00 per hour
Offsite Project Manager (Double Time)	\$246.00 per hour
Onsite Safety Manager (Double Time)	\$246.00 per hour
Foreman w/ Pickup Truck (Double Time)	\$314.00 per hour – prevailing wage
Operator (Double Time)	\$278.00 per hour – prevailing wage
Instrumentation Technician w/ Utility Truck (Double Time)	\$341.00 per hour – prevailing wage
Laborer (Double Time)	\$231.00 per hour – prevailing wage
2-man Camel Jet/Vac crew with equipment	\$464.00 per hour – prevailing wage
2-man Camel Jet/Vac crew with equipment (Overtime and/or ER)	\$627.00 per hour – prevailing wage
2-man Camel Jet/Vac crew with equipment (Double Time)	\$696.00 per hour – prevailing wage
4-man Camel Jet/Vac crew with equipment	\$772.00 per hour – prevailing wage
4-man Camel Jet/Vac crew with equipment (Overtime and/or ER)	\$1,042.00 per hour – prevailing wage
4-man Camel Jet/Vac crew with equipment (Double Time)	\$1,158.00 per hour – prevailing wage
2-man CCTV crew with equipment	\$381.00 per hour – prevailing wage

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	Enthalpy Analytical, LLC

Classification	Hourly Rate
EPA 8015M – Carbon Chain	\$64
EPA 8015B – TPH-g	\$58
EPA 8270 SIM – PAHs (Low Level)	\$151
EPA 8270/625 - SVOCs	\$190
EPA 8270 SIM – 1,4-Dioxane	\$144
EPA 8260B/624 - VOCs	\$105
EPA 8260B – VOCs & OXYs	\$115
SRL 524SIM – 1,2,3-TCP (Low Level) (WATER)	\$110
RSK-175 – Dissolved Gasses	\$115
EPA 8082 – PCBs	\$87
EPA 8082 – PCBs (Soxhlet Extraction)	\$156
EPA 8081 – Organochlorine Pesticides	\$110
EPA 1613/8290 – Dioxins & Furans	\$925
EPA 1613/8290 – 2,3,7,8-TCDD	\$520
EPA 6010/7470/7471/200.7/245.1 – CAM 17 Metals	\$128
EPA 6020/7470/7471/200.8/245.1 – CAM 17 Metals	\$138
EPA 6010/6020/200.7/200.8 – Single Metal	\$22
Each Additional Metal	\$12
EPA 6010/7470/7471 – RCRA 8 Metals	\$110
EPA 7470/7471/245.1 – Mercury	\$40
EPA 7199/218.6 – Hexavalent Chromium (WATER)	\$81
EPA 7199 – Hexavalent Chromium (SOIL)	\$98
Leachate Extraction (STLC/TCLP)	\$70
Zero Headspace Extraction – 3 sample min	\$93
EPA 300.0 – Anions (per analyte) (WATER)	\$29
EPA 300.0 – Anions (per analyte) (SOIL)	\$46
SM 5210B – BOD	\$75
ASTM D2216 – Moisture	\$20
EPA 1664A – Oil & Grease	\$58
EPA 314.0 – Perchlorate (WATER)	\$75
EPA 314.0 – Perchlorate (SOIL)	\$98
SM 4500H+B/EPA 9045 – pH	\$23
EPA 351.X – TKN	\$58
SM 2540 – TDS/TSS/Settleable Solids	\$28
SM 5310B - TOC	\$64
Lab Filtration (for lab filtered dissolved metals)	\$20

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	Psomas

Classification	Hourly Rate
Principal-in-Charge	\$297.00
QA/QC Manager	\$260.00
Senior Air Quality, Climate Change and Noise Manager	\$249.00
Regulatory Permitting Manager	\$233.00
Senior Project Manager, Environmental	\$260.00
Senior Environmental Planner	\$207.00
Senior Restoration Ecologist	\$188.00
Senior Project Manager/Biological Resources Manager	\$233.00
Senior Archaeologist/Paleontologist	\$202.00
Project Manager III	\$202.00
Project Manager II	\$186.00
Project Manager I	\$164.00
Regulatory Permitting Specialist	\$188.00
Senior Field Technician	\$117.00
Certified Arborist	\$188.00
Assistant Project Manager, Environmental	\$149.00
Senior Biologist/Senior Ecologist	\$164.00
Air Quality, Climate Change, and Noise Specialist	\$133.00
Environmental Planner III	\$143.00
Environmental Planner II	\$138.00
Environmental Planner I	\$133.00
Biologist	\$122.00
Archaeologist/Paleontologist	\$101.00
Field Technician	\$101.00
GIS Manager	\$177.00
GIS Analyst	\$133.00
GIS Specialist	\$127.00
Graphic Artist	\$122.00
Technical Writer/Editor	\$106.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	Terracon

Classification	Hourly Rate
1. PERSONNEL (Office)	
Senior Principal	\$ 334.00
Principal	\$ 312.00
Senior Consultant	\$ 296.00
Senior Engineer	\$ 232.00
Senior Geologist	\$ 232.00
Senior Geophysicist	\$ 232.00
Senior Project Manager	\$ 232.00
Project Manager	\$ 200.00
Project Engineer	\$ 194.00
Project Geologist	\$ 194.00
Project Geophysicist	\$ 194.00
Assistant Project Manager	\$ 178.00
Field Supervisor	\$ 166.00
Senior Staff Engineer	\$ 166.00
Senior Staff Geologist	\$ 166.00
Senior Staff Geophysicist	\$ 166.00
Senior GIS Analyst	\$ 162.00
Project Field Manager	\$ 150.00
Staff Engineer	\$ 150.00
Staff Geologist	\$ 150.00
Staff Geophysicist	\$ 150.00
CAD Operator	\$ 134.00
Field Engineer	\$ 134.00
Field Geologist	\$ 134.00
Field Geophysicist	\$ 134.00
Senior CAD Operator	\$ 134.00
Assistant Geologist	\$ 124.00
Assistant Geophysicist	\$ 124.00
Clerical/Administrative Staff / Senior Administrative Staff	\$ 108.00
Project Coordinator	\$ 108.00
1. PERSONNEL (Field)	
Field Engineer - Prevailing Wages	\$ 170.00
Field Geologist - Prevailing Wages	\$ 170.00
Field Geophysicist - Prevailing Wages	\$ 170.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	Terracon

Classification	Hourly Rate
Assistant Geologist - Prevailing Wages	\$ 170.00
Assistant Geophysicist - Prevailing Wages	\$ 170.00
Technician V - Prevailing Wage (4 hour minimum)	\$ 210.00
Technician IV - Prevailing Wage (4 hour minimum)	\$ 204.00
Technician III - Prevailing Wage (4 hour minimum)	\$ 204.00
Technician II - Prevailing Wage (4 hour minimum)	\$ 170.00
Technician I - Prevailing Wage (4 hour minimum)	\$ 170.00
Construction Inspector - Prevailing Wage	\$ 210.00
*An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized holidays.	
Note: Deposition or court testimony at a minimum of 1.75 times the regular rate-minimum of \$250/hr.	
2. Drilling	
Mobilization of CPT or Truck mounted rig and personnel –) With-in 50 miles (minimum)	\$ 646.00
All-Terrain or Track-mounted Drill With-in 50 miles (minimum)	\$ 802.00
Support Vehicle (per day)	\$ 216.00
Difficult Moving	\$ 340.00
Shelby Tube Samples (per sample)	\$ 54.00
<u>Hourly charge for field personnel and drilling equipment</u>	
Drilling w/truck-mount rig or CPT with two persons - Prevailing Wages	\$ 483.00
Drilling w/truck-mount rig or CPT with two persons (Overtime) - Prevailing Wages	\$ 523.00
Drilling w/track-mount & ATV rig with two persons - Prevailing Wages	\$ 503.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	Terracon

Classification	Hourly Rate
Drilling w/track-mount & ATV rig with two persons (Overtime) - Prevailing Wages	\$ 595.00
Cost of special equipment for moving drilling equipment about site or for permits	Cost Plus 15%
<u>Miscellaneous items, client delay, stand-by time</u>	
Grouting, cement-bentonite(per ft)	\$ 12.00
Borehole backfill, bentonite chips (per ft)	\$ 14.00
3. GEOTECHNICAL AND MATERIALS LAB/FIELD TESTS	
Nuclear Density and Moisture Measuring Equipment (per test)	\$ 18.00
Porosity (per test)	\$ 220.00
Pin Hole Dispersion (per test)	\$ 324.00
With Remolding of Sample (per test)	\$ 356.00
Sand Equivalent (per test)	\$ 242.00
Soil Thermal Resistivity - 4-point Dry Out Curve (per test)	\$ 1,292.00
Additional Points (per point)	\$ 270.00
<u>Consolidation</u>	
Constant Rate of Strain Consolidation, 2.5" diameter - ASTM D4186 (per test)	\$ 700.00
Includes duration of 4 days, each additional day (per day)	\$ 108.00
Incremental Consolidation, 2.5" diameter - ASTM D2435 (per test)	\$ 674.00
(Regular Load Increment to 16 TSF) (per test)	
Each additional Unloaded-Reload Cycle	\$ 108.00
Each additional Unloaded-Reload Cycle	\$ 414.00
Swell Test ASTM D4546 Method A, per specimen (requires 4 minimum) (per test)	\$ 296.00
Swell Test ASTM D4546 Method B, per specimen (per test)	\$ 296.00
Swell Test ASTM D4546 Method C, per specimen (per test)	\$ 458.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	Terracon

Classification	Hourly Rate
Shear Strength	
Unconfined Compression, ASTM D2166 (per test)	\$ 162.00
With Stress-Strain Curve (each)	\$ 162.00
Calibrated Hand Penetrometer or Torvane (each)	\$ 26.00
Direct Shear FAST (cohesionless) (per point)	\$ 324.00
Direct Shear SLOW (cohesive) (per point)	\$ 404.00
Standard Sample Preparation	\$ 102.00
Preparation on remolding for difficult samples	\$ 108.00
Unconfined Compression on Cured Proctor Sample with Fly Ash (per test)	\$ 134.00
Triaxial Compression	
Unconsolidated Undrained Triaxial (per Confining Stress)(each)	\$ 226.00
Consolidated Undrained Triaxial (per Confining Stress) (each)	\$ 442.00
Consolidated Drained Triaxial (per Confining Stress) (each)*Note: Normally requires three	\$ 484.00
Preparation of Remolded Samples	\$ 108.00
Compaction and Density	
Laboratory CBR (does not include maximum density) (per test)	\$ 324.00
CBR or R-Value (ASTM D-2844) (each)	\$ 410.00
Modified Proctor (ASTM D 1557) (per test)	\$ 308.00
Standard Proctor (ASTM D 698) (per test)	\$ 290.00
Relative Density (ASTM D 4253 & D 4254 wet or dry method) (per test)	\$ 484.00
Standard Proctor with Fly Ash (2 hour Delay) (per test)	\$ 286.00
Harvard Miniature (per test)	\$ 270.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	United Storm Water, Inc.

Classification	Hourly Rate
Vacuum Truck, 50 BBLS Mild Steel	\$144.00 Standard Straight Time
Vacuum Truck, 50 BBLS Mild Steel	\$176.00 Standard Overtime
Vacuum Truck, 50 BBLS Mild Steel	\$208.00 Standard Holiday Time
Vacuum Truck, 50 BBLS Mild Steel	\$295.00 Prevailing Wage Straight Time
Vacuum Truck, 50 BBLS Mild Steel	\$369.00 Prevailing Wage Overtime
Vacuum Truck, 50 BBLS Mild Steel	\$450.00 Prevailing Wage Double Time/Holiday
Vacuum Truck, 50 BBLS Stainless Steel	\$146.00 Standard Straight Time
Vacuum Truck, 50 BBLS Stainless Steel	\$178.00 Standard Overtime
Vacuum Truck, 50 BBLS Stainless Steel	\$210.00 Standard Holiday Time
Vacuum Truck, 50 BBLS Stainless Steel	\$298.00 Prevailing Wage Straight Time
Vacuum Truck, 50 BBLS Stainless Steel	\$372.00 Prevailing Wage Overtime
Vacuum Truck, 50 BBLS Stainless Steel	\$453.00 Prevailing Wage Double Time/Holiday
Vacuum Truck, 70 BBLS Stainless Steel	\$153.00 Standard Straight Time
Vacuum Truck, 70 BBLS Stainless Steel	\$185.00 Standard Overtime
Vacuum Truck, 70 BBLS Stainless Steel	\$217.00 Standard Holiday Time
Vacuum Truck, 70 BBLS Stainless Steel	\$307.00 Prevailing Wage Straight Time
Vacuum Truck, 70 BBLS Stainless Steel	\$381.00 Prevailing Wage Overtime
Vacuum Truck, 70 BBLS Stainless Steel	\$463.00 Prevailing Wage Double Time/Holiday
Vacuum Truck, 120 BBLS Fiberglass Lined	\$194.00 Standard Straight Time
Vacuum Truck, 120 BBLS Fiberglass Lined	\$226.00 Standard Overtime
Vacuum Truck, 120 BBLS Fiberglass Lined	\$258.00 Standard Holiday Time
Vacuum Truck, 120 BBLS Fiberglass Lined	\$364.00 Prevailing Wage Straight Time
Vacuum Truck, 120 BBLS Fiberglass Lined	\$438.00 Prevailing Wage Overtime
Vacuum Truck, 120 BBLS Fiberglass Lined	\$519.00 Prevailing Wage Double Time/Holiday
Vacuum Truck, 120 BBLS Mild Steel	\$146.00 Standard Straight Time
Vacuum Truck, 120 BBLS Mild Steel	\$178.00 Standard Overtime
Vacuum Truck, 120 BBLS Mild Steel	\$210.00 Standard Holiday Time
Vacuum Truck, 120 BBLS Mild Steel	\$298.00 Prevailing Wage Straight Time
Vacuum Truck, 120 BBLS Mild Steel	\$372.00 Prevailing Wage Overtime
Vacuum Truck, 120 BBLS Mild Steel	\$453.00 Prevailing Wage Double Time/Holiday
Vacuum Truck, 120 BBLS Stainless Steel	\$153.00 Standard Straight Time
Vacuum Truck, 120 BBLS Stainless Steel	\$185.00 Standard Overtime
Vacuum Truck, 120 BBLS Stainless Steel	\$217.00 Standard Holiday Time
Vacuum Truck, 120 BBLS Stainless Steel	\$307.00 Prevailing Wage Straight Time
Vacuum Truck, 120 BBLS Stainless Steel	\$381.00 Prevailing Wage Overtime
Vacuum Truck, 120 BBLS Stainless Steel	\$463.00 Prevailing Wage Double Time/Holiday
Vacuum Truck, 142 BBLS 3-Compartment Stainless Steel	\$194.00 Standard Straight Time

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	United Storm Water, Inc.

Classification	Hourly Rate
Vacuum Truck, 142 BBLs 3-Compartment Stainless Steel	\$226.00 Standard Overtime
Vacuum Truck, 142 BBLs 3-Compartment Stainless Steel	\$258.00 Standard Holiday Time
Vacuum Truck, 142 BBLs 3-Compartment Stainless Steel	\$364.00 Prevailing Wage Straight Time
Vacuum Truck, 142 BBLs 3-Compartment Stainless Steel	\$438.00 Prevailing Wage Overtime
Vacuum Truck, 142 BBLs 3-Compartment Stainless Steel	\$519.00 Prevailing Wage Double Time/Holiday
Combo Vactor/Jetter Truck	\$277.00 Standard Straight Time
Combo Vactor/Jetter Truck	\$309.00 Standard Overtime
Combo Vactor/Jetter Truck	\$341.00 Standard Holiday Time
Combo Vactor/Jetter Truck	\$478.00 Prevailing Wage Straight Time
Combo Vactor/Jetter Truck	\$552.00 Prevailing Wage Overtime
Combo Vactor/Jetter Truck	\$633.00 Prevailing Wage Double Time/Holiday
Combo Vactor/Jetter Truck- Water Recycling	\$350.00 Standard Straight Time
Combo Vactor/Jetter Truck- Water Recycling	\$382.00 Standard Overtime
Combo Vactor/Jetter Truck- Water Recycling	\$414.00 Standard Holiday Time
Combo Vactor/Jetter Truck- Water Recycling	\$578.00 Prevailing Wage Straight Time
Combo Vactor/Jetter Truck- Water Recycling	\$652.00 Prevailing Wage Overtime
Combo Vactor/Jetter Truck- Water Recycling	\$733.00 Prevailing Wage Double Time/Holiday
Vactor/Guzzler	\$258.00 Standard Straight Time
Vactor/Guzzler	\$290.00 Standard Overtime
Vactor/Guzzler	\$322.00 Standard Holiday Time
Vactor/Guzzler	\$452.00 Prevailing Wage Straight Time
Vactor/Guzzler	\$526.00 Prevailing Wage Overtime
Vactor/Guzzler	\$607.00 Prevailing Wage Double Time/Holiday
Vactor/Guzzler-High Rail	\$271.00 Standard Straight Time
Vactor/Guzzler-High Rail	\$303.00 Standard Overtime
Vactor/Guzzler-High Rail	\$335.00 Standard Holiday Time
Vactor/Guzzler-High Rail	\$469.00 Prevailing Wage Straight Time
Vactor/Guzzler-High Rail	\$543.00 Prevailing Wage Overtime
Vactor/Guzzler-High Rail	\$625.00 Prevailing Wage Double Time/Holiday

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	United Storm Water, Inc.

Classification	Hourly Rate
Vactron With Onboard Pressure Washer	\$145.00 Standard Straight Time
Vactron With Onboard Pressure Washer	\$177.00 Standard Overtime
Vactron With Onboard Pressure Washer	\$209.00 Standard Holiday Time
Vactron With Onboard Pressure Washer	\$283.00 Prevailing Wage Straight Time
Vactron With Onboard Pressure Washer	\$348.00 Prevailing Wage Overtime
Vactron With Onboard Pressure Washer	\$423.00 Prevailing Wage Double Time/Holiday
Mini-Me (Low Profile Vac Truck)	\$149.00 Standard Straight Time
Mini-Me (Low Profile Vac Truck)	\$181.00 Standard Overtime
Mini-Me (Low Profile Vac Truck)	\$213.00 Standard Holiday Time
Mini-Me (Low Profile Vac Truck)	\$289.00 Prevailing Wage Straight Time
Mini-Me (Low Profile Vac Truck)	\$354.00 Prevailing Wage Overtime
Mini-Me (Low Profile Vac Truck)	\$428.00 Prevailing Wage Double Time/Holiday
Backhoe/Cat 950 Loader Transport	\$191.00 Standard Straight Time
Backhoe/Cat 950 Loader Transport	\$223.00 Standard Overtime
Backhoe/Cat 950 Loader Transport	\$255.00 Standard Holiday Time
Backhoe/Cat 950 Loader Transport	\$359.00 Prevailing Wage Straight Time
Backhoe/Cat 950 Loader Transport	\$433.00 Prevailing Wage Overtime
Backhoe/Cat 950 Loader Transport	\$515.00 Prevailing Wage Double Time/Holiday
Cushion Truck	\$177.00 Standard Straight Time
Cushion Truck	\$209.00 Standard Overtime
Cushion Truck	\$241.00 Standard Holiday Time
Cushion Truck	\$327.00 Prevailing Wage Straight Time
Cushion Truck	\$392.00 Prevailing Wage Overtime
Cushion Truck	\$467.00 Prevailing Wage Double Time/Holiday
Drop Deck- 48 Foot	\$149.00 Standard Straight Time
Drop Deck- 48 Foot	\$181.00 Standard Overtime
Drop Deck- 48 Foot	\$213.00 Standard Holiday Time
Drop Deck- 48 Foot	\$285.00 Prevailing Wage Straight Time
Drop Deck- 48 Foot	\$349.00 Prevailing Wage Overtime
Drop Deck- 48 Foot	\$422.00 Prevailing Wage Double Time/Holiday
Dump Truck, 2-Axle	\$144.00 Standard Straight Time
Dump Truck, 2-Axle	\$176.00 Standard Overtime
Dump Truck, 2-Axle	\$208.00 Standard Holiday Time
Dump Truck, 2-Axle	\$278.00 Prevailing Wage Straight Time
Dump Truck, 2-Axle	\$342.00 Prevailing Wage Overtime
Dump Truck, 2-Axle	\$415.00 Prevailing Wage Double Time/Holiday
Enclosed Van- 28 Foot w/Liftgate	\$136.00 Standard Straight Time
Enclosed Van- 28 Foot w/Liftgate	\$168.00 Standard Overtime
Enclosed Van- 28 Foot w/Liftgate	\$200.00 Standard Holiday Time

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	United Storm Water, Inc.

Classification	Hourly Rate
Enclosed Van- 28 Foot w/Liftgate	\$267.00 Prevailing Wage Straight Time
Enclosed Van- 28 Foot w/Liftgate	\$331.00 Prevailing Wage Overtime
Enclosed Van- 28 Foot w/Liftgate	\$404.00 Prevailing Wage Double Time/Holiday
Enclosed Van- 45 to 48 Foot	\$149.00 Standard Straight Time
Enclosed Van- 45 to 48 Foot	\$181.00 Standard Overtime
Enclosed Van- 45 to 48 Foot	\$213.00 Standard Holiday Time
Enclosed Van- 45 to 48 Foot	\$285.00 Prevailing Wage Straight Time
Enclosed Van- 45 to 48 Foot	\$349.00 Prevailing Wage Overtime
Enclosed Van- 45 to 48 Foot	\$422.00 Prevailing Wage Double Time/Holiday
Enclosed Van- 53 Foot w/Liftgate	\$150.00 Standard Straight Time
Enclosed Van- 53 Foot w/Liftgate	\$182.00 Standard Overtime
Enclosed Van- 53 Foot w/Liftgate	\$214.00 Standard Holiday Time
Enclosed Van- 53 Foot w/Liftgate	\$286.00 Prevailing Wage Straight Time
Enclosed Van- 53 Foot w/Liftgate	\$350.00 Prevailing Wage Overtime
Enclosed Van- 53 Foot w/Liftgate	\$423.00 Prevailing Wage Double Time/Holiday
End Dump Truck	\$155.00 Standard Straight Time
End Dump Truck	\$187.00 Standard Overtime
End Dump Truck	\$219.00 Standard Holiday Time
End Dump Truck	\$293.00 Prevailing Wage Straight Time
End Dump Truck	\$357.00 Prevailing Wage Overtime
End Dump Truck	\$430.00 Prevailing Wage Double Time/Holiday
Roll-Off Truck	\$149.00 Standard Straight Time
Roll-Off Truck	\$181.00 Standard Overtime
Roll-Off Truck	\$213.00 Standard Holiday Time
Roll-Off Truck	\$215.00 Prevailing Wage Straight Time
Roll-Off Truck	\$259.00 Prevailing Wage Overtime
Roll-Off Truck	\$312.00 Prevailing Wage Double Time/Holiday
Roll-Off Truck (Rocket Launcher)	\$154.00 Standard Straight Time
Roll-Off Truck (Rocket Launcher)	\$186.00 Standard Overtime
Roll-Off Truck (Rocket Launcher)	\$218.00 Standard Holiday Time
Roll-Off Truck (Rocket Launcher)	\$222.00 Prevailing Wage Straight Time
Roll-Off Truck (Rocket Launcher)	\$266.00 Prevailing Wage Overtime
Roll-Off Truck (Rocket Launcher)	\$319.00 Prevailing Wage Double Time/Holiday
Roll-Off Truck & Trailer (Tandem)	\$154.00 Standard Straight Time
Roll-Off Truck & Trailer (Tandem)	\$186.00 Standard Overtime
Roll-Off Truck & Trailer (Tandem)	\$218.00 Standard Holiday Time
Roll-Off Truck & Trailer (Tandem)	\$222.00 Prevailing Wage Straight Time
Roll-Off Truck & Trailer (Tandem)	\$266.00 Prevailing Wage Overtime

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	United Storm Water, Inc.

Classification	Hourly Rate
Roll-Off Truck & Trailer (Tandem)	\$319.00 Prevailing Wage Double Time/Holiday
Tractor for Spill Response Trailer (Mobe & Demobe)	\$140.00 Standard Straight Time
Tractor for Spill Response Trailer (Mobe & Demobe)	\$172.00 Standard Overtime
Tractor for Spill Response Trailer (Mobe & Demobe)	\$204.00 Standard Holiday Time
Tractor for Spill Response Trailer (Mobe & Demobe)	\$272.00 Prevailing Wage Straight Time
Tractor for Spill Response Trailer (Mobe & Demobe)	\$336.000 Prevailing Wage Overtime
Tractor for Spill Response Trailer (Mobe & Demobe)	\$410.00 Prevailing Wage Double Time/Holiday
Tractor, 3-Axle	\$136.00 Standard Straight Time
Tractor, 3-Axle	\$168.00 Standard Overtime
Tractor, 3-Axle	\$200.00 Standard Holiday Time
Tractor, 3-Axle	\$267.00 Prevailing Wage Straight Time
Tractor, 3-Axle	\$331.00 Prevailing Wage Overtime
Tractor, 3-Axle	\$404.00 Prevailing Wage Double Time/Holiday
Water Truck (1,500 gal)	\$145.00 Standard Straight Time
Water Truck (1,500 gal)	\$177.00 Standard Overtime
Water Truck (1,500 gal)	\$209.00 Standard Holiday Time
Water Truck (1,500 gal)	\$279.00 Prevailing Wage Straight Time
Water Truck (1,500 gal)	\$343.00 Prevailing Wage Overtime
Water Truck (1,500 gal)	\$417.00 Prevailing Wage Double Time/Holiday
Overnight Demurrage on Vacuum Tanker	\$318.00/day
Overnight Demurrage on End Dump or Dry Van	\$106.00/day
Biowaste Trailer	\$255.00/day
Company Auto	\$35.00/hr
Trailer- Cargo Trailer (12 Foot)	\$27.00/hr
Trailer- Incident Command Center Trailer (36 Foot)	\$1,042.00/day
Trailer- Incident Response Trailer (50 Foot)	\$1,158.00/day
Pick-Up Truck	\$41.00/hr
Stakebed Truck W/Liftgate	\$62.00/hr
Utility Truck (E.R.)	\$72.00/hr
Bobcat Loader With Trailer	\$118.00/hr

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	United Storm Water, Inc.

Classification	Hourly Rate
Bobcat Loader Auger Attachment	\$149.00/day
Bobcat Loader Breaker Attachment	\$239.00/day
Bobcat Loader Grapppler Attachment	\$149.00/day
Bobcat Loader Sweeper Attachment	\$149.00/day
Excavator- Mini Excavator With Trailer	\$103.00/hr
Forklift With Trailer (4000 thru 6000 lb. Capacity)	\$350.00/day
Administrative Clerk	\$52.00 Standard Straight Time
Administrative Clerk	\$77.00 Standard Overtime
Administrative Clerk	\$102.00 Standard Holiday Time
Administrative Clerk	\$52.00 Prevailing Wage Straight Time
Administrative Clerk	\$77.00 Prevailing Wage Overtime
Administrative Clerk	\$102.00 Prevailing Wage Double Time/Holiday
Confined Space Rescue Specialist	\$114.00 Standard Straight Time
Confined Space Rescue Specialist	\$139.00 Standard Overtime
Confined Space Rescue Specialist	\$164.00 Standard Holiday Time
Confined Space Rescue Specialist	\$241.00 Prevailing Wage Straight Time
Confined Space Rescue Specialist	\$296.00 Prevailing Wage Overtime
Confined Space Rescue Specialist	\$361.00 Prevailing Wage Double Time/Holiday
Chemist	Cost + 20% Standard Straight Time
Chemist	Cost + 20% Standard Overtime
Chemist	Cost + 20% Standard Holiday Time
Chemist	Cost + 20% Prevailing Wage Straight Time
Chemist	Cost + 20% Prevailing Wage Overtime
Chemist	Cost + 20% Prevailing Wage Double Time/Holiday
Environmental Safety Coordinator	\$97.00 Standard Straight Time
Environmental Safety Coordinator	\$122.00 Standard Overtime
Environmental Safety Coordinator	\$147.00 Standard Holiday Time
Environmental Safety Coordinator	\$217.00 Prevailing Wage Straight Time
Environmental Safety Coordinator	\$273.00 Prevailing Wage Overtime
Environmental Safety Coordinator	\$337.00 Prevailing Wage Double Time/Holiday
Equipment Operator	\$91.00 Standard Straight Time
Equipment Operator	\$116.00 Standard Overtime
Equipment Operator	\$141.00 Standard Holiday Time
Equipment Operator	\$222.00 Prevailing Wage Straight Time
Equipment Operator	\$286.0 Prevailing Wage Overtime
Equipment Operator	\$358.00 Prevailing Wage Double Time/Holiday

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	United Storm Water, Inc.

Classification	Hourly Rate
Industrial Hygienist	Cost + 20% Standard Straight Time
Industrial Hygienist	Cost + 20% Standard Overtime
Industrial Hygienist	Cost + 20% Standard Holiday Time
Industrial Hygienist	Cost + 20% Prevailing Wage Straight Time
Industrial Hygienist	Cost + 20% Prevailing Wage Overtime
Industrial Hygienist	Cost + 20% Prevailing Wage Double Time/Holiday
Project Manager	\$97.00 Standard Straight Time
Project Manager	\$122.00 Standard Overtime
Project Manager	\$147.00 Standard Holiday Time
Project Manager	\$217.00 Prevailing Wage Straight Time
Project Manager	\$273.00 Prevailing Wage Overtime
Project Manager	\$337.00 Prevailing Wage Double Time/Holiday
Supervisor	\$82.00 Standard Straight Time
Supervisor	\$107.00 Standard Overtime
Supervisor	\$132.00 Standard Holiday Time
Supervisor	\$197.00 Prevailing Wage Straight Time
Supervisor	\$252.00 Prevailing Wage Overtime
Supervisor	\$317.00 Prevailing Wage Double Time/Holiday
Technician	\$66.00 Standard Straight Time
Technician	\$91.00 Standard Overtime
Technician	\$116.00 Standard Holiday Time
Technician	\$175.00 Prevailing Wage Straight Time
Technician	\$230.00 Prevailing Wage Overtime
Technician	\$295.0 Prevailing Wage Double Time/Holiday
Subsistence: No Layover (8-Hour Period)	\$24.00/meal
Subsistence: With Layover	\$313.00/man
Dustless Bead Blaster, Walk Behind (Media Not Included)	\$97.00/hr
Hydroblaster (10,000 psi)	\$91.00/hr
Hydro-Dig Attachment	\$255.00/day
Hydrotech High Pressure Wash Unit (Applies up to 8 Hours)	\$78.00/hr
Hydrotech High Pressure Wash Unit (Applies over 8 Hours)	\$688.00/day
Jetter Unit, Towable (4000 psi) (Applies up to 8 Hours)	\$91.00/hr
Jetter Unit, Towable (4000 psi) (Applies up to 8 Hours)	\$804.00/day

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	United Storm Water, Inc.

Classification	Hourly Rate
Mercury Vacuum	\$255.00/day
Mercury Vacuum, HEPA Filter	\$192.00/ea
Pressure Washer- Cold Water (2500-3000 psi)	\$477.00/day
Pressure Washer- Hot Water (3600 psi)	\$477.00/day
Steam Cleaner	\$46.00/hr
Wet Dry Vacuum (16 gal)	\$46.00/day
Wet Dry Vacuum, HEPA Filter	\$96.00/ea
Hand Auger Kit (Excluding Brass Sleeves)	\$192.00/day
Brass Sample Sleeve	\$46.00/ea
Concrete Coring Machine (6" Max. Diameter)	\$192.00/day
Draeger Tester Pump	\$41.00/day
Draeger Test Tubes	\$21.00/ea
Hazcat Kit	\$224.00/day
Hazcat Test	\$73.00/test
Chain Saw (16")	\$91.00/day
Concrete Saw (Includes 1 Blade)	\$234.00/day
Concrete Saw Additional Blade	\$165.00/ea
Cutting Torch	\$192.00/day
Gas Cut Off Saw (Includes 1 Blade)	\$128.00/day
Gas Cut Off Saw Additional Blades	\$58.00/ea
Plasma Cutter	\$224.00/day
Sawzall/Skill Saw (Includes 1 Blade)	\$65.00/day
Sawzall/Skill Saw Additional Blade	\$20.00/ea
Air Blower (Electric)	\$117.00/day
Air Blower (Spark Proof)	\$192.00/day
Air Gas Monitor (5-Gas)	\$116.00/day
Confined Space Gear	\$447.00 day/per crew
Cylinder- Bottled Air Cylinder (300 cu. ft.)	\$116.00/day
Cylinder- Bottled Air Cylinder Recharge (300 cu. Ft.)	\$110.00ea
Cylinder- Positive Pressure Mask W/Egress & Air Line	\$73.00/day
Cylinder- Scott Air Pack Cylinder (Self-Contained 60 Minute)	\$154.00/day
Cylinder- Scott Air Pack Cylinder (Extra 60 Minute)	\$78.00/day
Hazardous/Acid Suit (Level A)	\$288.00/day
Hazardous Suit (Level B)	\$110.00/day

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	United Storm Water, Inc.

Classification	Hourly Rate
PID Gas Monitor	\$224.00/day
Lifeline & Safety Harness	\$65.00/day
Mercury Vapor Analyzer	\$447.00/day
Portable Eyewash	\$32.00/day
Pre & Post Lead Exposure Blood Test	\$97.00/ea
Tripod Manlift	\$58.00/day
Venturi Air Blower (Air Compressor Not Included)	\$180.00/day
Arrow Board	\$122.00/day
Traffic Cones	\$3.00 day/ea
Traffic Signs	\$12.00 day/ea
Air Compressor (Gas Powered)	\$53.00/day
Air Compressor (9.2 CFM)	\$180.00/day
Air Compressor (110-150 CFM)	\$231.00/day
Air Compressor (375 CFM)	\$610.00/day
Bypass Plug (1 1/2" to 4")	\$143.00/week
Bypass Plug (4 1/2" to 12")	\$180.00/week
Bypass Plug (13" to 24")	\$383.00/week
Bypass Plug (25" to 40")	\$677.00/week
CCTV Camera- Push Camera	\$78.00/hr
Containment Pool	\$255.00/day
Drum Header	\$34.00/day
Drum Dolly	\$27.00/day
Drum Grabber	\$65.00/day
Drum Pump (Poly)	\$24.00/day
Drum Turner (Hydraulic)	\$320.00/day
Drum Vacuum	\$128.00/day
Generator (3.6 KW)	\$97.00/day
Generator (10 KW)	\$128.00/day
Hard Boom	\$10.00/day
Hose- Fire Hose (50' L x 2 1/2" Dia.)	\$41.00/day
Hose- Discharge Hose (25' L x 3" Dia.)	\$52.00/day
Jack Hammer (Electric)	\$128.00/day
Jack Hammer (Pneumatic)	\$103.00/day
Ladder- 28' Extension	\$101.00/day
Ladder- 8' Folding	\$46.00/day
Ladder- 32' Folding	\$84.00/day
Lighting- Auxiliary Lighting (Excludes Power Source)	\$97 day/ea

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	United Storm Water, Inc.

Classification	Hourly Rate
Lighting- Portable Light Plant	\$205.00/day
Magnetic Patch- Small	\$638.00/day
Magnetic Patch- Large	\$1,275.00/day
Miscellaneous Tools (Ropes, Buckets, Wrenches)	\$52.00/day
Oil-Water Skimmer	\$231.00/day
Pallet Jack	\$44.00/day
Pencil Vibrator	\$69.00/day
Pump- 1 1/2" Submersible Pump	\$97.00/day
Pump- 4" Submersible Pump	\$428.00/day
Pump- 3 Inch Trash Pump	\$116.00/day
Pump- Wilden M Series Diaphragm Pump	\$128.00/day
Rivet Buster/Chipper (Includes 1 bit)	\$91.00/day
Rivet Buster/Chipper Extra Bits	\$21.00/ea
Roll-About Tool Box (Includes Assorted Tools)	\$320.00/day
Rotary Hammer	\$103.00/day
Scales- Portable Truck Scales	\$339.00/day
Sewer Snake (Electric)	\$143.00/hr
Soil Tamper (Gasoline Operated)	\$58.00/day
Shovel, Push Broom, Squeegee, or Scraper	\$8.00/day
Water Tank, Towable (500 gal)	\$180.00/day
Wheelbarrow	\$21.00/day
Bin Liner- Dewatering Bin Fabric Liner (130 micron)	\$204.00/ea
Bin Liner- Roll-Off Bin Plastic Liner	\$42.00/ea
Bin Rental- 10 & 15 Yard Roll-Off Bins	\$18.00/day
Bin Rental- 20 Yard Dewatering Roll-Off Bins	\$58.00/day
Bin Rental- 20 & 40 Yard Roll-Off Bins	\$25.00/day
Message Board Rental	\$319.00/wk
Ramp Rental	\$31.00 pair/day
Ramp Rental- Towable Ramp	\$134.00/day
Storage Tank Rental, Skid Mounted (7500-10000 gal.)	\$52.00/day
Absorbent (Superfine)	\$21.00/bag
Absorbent Sock (2" Dia, ZPG)	\$10.00/ft
Absorbent Booms (3" Diameter x 10' Long)	\$33.00/ea
Absorbent Pads	\$212.00/bale
All Purpose Cleaner (Fabuloso)	\$15.00/gal

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	United Storm Water, Inc.

Classification	Hourly Rate
Bleach	\$15.00/gal
Citric Acid	\$10.00/lb
Caustic Soda (Bead)	\$10.00/lb
Caustic Soda (Flake)	\$7.00/lb
Gold Crew	\$85.00/gal
Soda Ash	\$7.00/lb
Simple Green / Kleen Green	\$21.00/gal
Sugar	\$7.00/lb
Vermiculite	\$79.00/bag
Neozyme	\$69.00/gal
Cardboard Box-- 4' to 8' Long (For Light Tubes)	\$21.00/ea
Cubic Yard Box With Pallet	\$125.00/ea
Drum Liner- 55 gal.	\$9.00/ea
Fiber Drum- 20 gal. D.O.T. (New)	\$121.00/ea
Fiber Drum- 30 gal. D.O.T. (New)	\$150.00/ea
Fiber Drum- 55 gal. D.O.T. (New)	\$216.00/ea
Fiber Drum- 55 gal. D.O.T. (Reconditioned)	\$38.00/ea
Overpack Poly Drum- 95 gal. (New)	\$522.00/ea
Overpack Poly Drum- 95 gal. (Reconditioned)	\$172.00/ea
Overpack Poly Drum-85 gal. (New)	\$406.00/ea
Overpack Poly Drum-85 gal. (Reconditioned)	\$157.00/ea
Overpack Steel Drum- 85 gal. (New)	\$552.00/ea
Overpack Steel Drum- 85 gal. (Reconditioned)	\$165.00/ea
Pail- 5 gal. D.O.T. (With Snap/Screw Lid)	\$35.00/ea
Poly Drum Open Top- 15 gal. D.O.T. (New)	\$111.00/ea
Poly Drum Closed Top- 15 gal. D.O.T., White (New)	\$172.00/ea
Poly Drum Open Top- 30 gal. D.O.T. (New)	\$152.00/ea
Poly Drum Open Top- 30-gal. D.O.T. (Reconditioned)	\$97.00/ea
Poly Drum Closed Top- 30-gal. D.O.T., White (New)	\$93.00/ea
Poly Drum Closed Top- 55 gal. D.O.T. (Reconditioned)	\$57.00/ea
Poly Drum Open Top- 55 gal. D.O.T. (New)	\$188.00/ea

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	CWE
Subconsultant Firm:	United Storm Water, Inc.

Classification	Hourly Rate
Poly Drum Open Top- 55-gal. D.O.T. (Reconditioned)	\$106.00/ea
Poly Drum Closed Top- 55-gal. D.O.T., Clear (New)	\$94.00/ea
Poly Drum Closed Top- 55-gal. D.O.T., White (New)	\$177.00/ea
Poly Tote- 275 gal. D.O.T. (New)	\$542.00/ea
Sample Jar	\$8.00/ea
Sample Tubes (Glass)	\$6.00/ea
Steel Drum Open Top- 30 gal. D.O.T. (New)	\$218.00/ea
Steel Drum Closed Top- 30 gal. D.O.T. (New)	\$174.00/ea
Steel Drum Open Top- 55 gal. D.O.T. (Reconditioned)	\$114.00/ea
Steel Drum Open Top- 55 gal. D.O.T. (New)	\$244.00/ea
Steel Drum Closed Top- 55 gal. D.O.T. (New)	\$244.00/ea
Super Sack	\$94.00/ea
Gloves- Rubber Gloves	\$9.00/pair
Gloves- Viton Gloves (For PCBs)	\$349.00/pair
P.P.E. (Gloves, Tyvek, and Respirator)	\$66.00 day/person
Rain Gear- Heavy Weight	\$42.00/ea
Rain Gear- Light Weight	\$40.00/ea
Respirator Cartridge- Dual Half-Face	\$33.00/day
Respirator Cartridge- Dual Full-Face	\$64.00/ea
Respirator Cartridge- Single	\$28.00/ea
Saranex Suit	\$74.00/ea
Sigel Suit (Acid Suit)	\$75.00/day
Tyvek Suit (White)	\$20.00/ea
Tyvek Suit (Poly)	\$30.00/ea
Bags- Bio-Waste Bags (30 gal.)	\$3.00/ea
Bags- Heavy Duty Plastic Bags	\$3.00/ea
Bags- Air Bags	\$33.00/ea
Caution Tape (Harris)	\$48.00/roll
Cement-Regular (90 lb. Bag)	\$18.00/ea
Cement-Ready Mix (60 lb. Bag)	\$11.00/ea
Chlor-D-Tect Test Kit	\$40.00/ea
Duct Tape	\$17.00/roll
Flex Hose- 6" Disposable	\$20.00/ft

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

ATTACHMENT 6

5/20/2024

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING
AND RELATED SERVICES
RFP NO. BRC0000420**

Prime Firm:	NV5, Inc.
--------------------	------------------

Classification	Hourly Rate
Principal Scientist/Engineer	\$346.00
Vice President	\$294.00
Senior Project Manager	\$262.00
Project Manager	\$240.00
Sr. Engineer (Civil, Electrical, Mechanical)	\$245.00
Engineer (Civil, Electrical, Mechanical)	\$235.00
Field Engineer (Civil)	\$235.00
Senior Environmental Scientist/Engineer	\$200.00
Environmental Scientist/Engineer III	\$160.00
Environmental Scientist/Engineer II	\$145.00
Environmental Scientist/Engineer I	\$135.00
Hydrogeologist	\$248.00
Geologist	\$238.00
Grant Manager	\$200.00
Supervising Field Technician	\$140.00
Field Technician	\$135.00
IT Solutions Architect	\$370.00
GIS Program Manager	\$248.00
GIS Project Manager	\$235.00
GIS Specialist	\$175.00
GIS Technician	\$135.00
Database Specialist	\$160.00
CEQA Program Manager	\$262.00
CEQA Project Manager	\$240.00
CEQA Specialist III	\$160.00
CEQA Specialist II	\$145.00
CEQA Specialist I	\$135.00
Graphic Support Specialist	\$160.00
CADD Drafter	\$130.00
Administrative Support Staff	\$126.00
Assistant Technician/Intern	\$70.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	American Integrated Services, Inc.

Classification	Hourly Rate
PM – Project Manager	\$125.00
HS – Health & Safety Manager	\$125.00
SP – Superintendent	\$175.00
SF – Supervisor or Foreman	\$150.00
PP – Project Professional (Project Engineer, Safety Officer)	\$160.00
GC – Grade Checker	\$140.00
PF – Pipe Fitter	\$140.00
EO – Equipment Operator	\$135.00
TD – Driver	\$135.00
AT – Abatement Technician	\$130.00
ET – Environmental Technician	\$125.00
LB – Laborer	\$125.00
SA – Senior Office Admin	\$75.00
OA – Office Admin	\$65.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Applied Microbiological Services

Classification	Assay Rate \$
024 Ent SM9230B, to 1,600	111.00
024 Ent SM9230B, to 16,000	122.00
024 Ent SM9230B, to 160,000	133.00
024 Ent SM9230B, to 1,600,000	144.00
044 Tot coliforms SM9221B, to 1,600	112.00
044 Tot coliforms SM9221B, to 16,000	123.00
044 Tot coliforms SM9221B, to 160,000	134.00
044 Tot coliforms SM9221B, to 1,600,000	145.00
above pricing also for 9221 with only fecal (SM9221E) or only E. coli (SM9221F).	
044 Tot/fecal SM9221BE, to 1,600	125.00
044 Tot/fecal SM9221BE, to 16,000	138.00
044 Tot/fecal SM9221BE, to 160,000	149.00
044 Tot/fecal SM9221BE, to 1,600,000	160.00
044 T/F/E.c SM9221BEF, to 1,600	150.00
044 T/F/E.c SM9221BEF, to 16,000	165.00
044 T/F/E.c SM9221BEF, to 160,000	181.00
044 T/F/E.c SM9221BEF, to 1,600,000	203.00
095 Enteroc. SM9230D, to 2,400	63.00
095 Enteroc. SM9230D, to 24,000	63.00
095 Enteroc. SM9230D, to 2,400,000	126.00
081 Tot/E.coli SM9223B, to 2,400	61.00
081 Tot/E.coli SM9223B, to 24,000	61.00
081 Tot/E.coli SM9223B, to 2,400,000	122.00
172 Fecal SM9223B, to 2,400	71.00
172 Fecal SM9223B, to 24,000	71.00
172 Fecal SM9223B, to 2,400,000	142.00
Samples received Friday, Sat., Sun., Holidays, before 6am, or after 6pm will incur an extra charge. This is a one-time charge covering all samples received at the same time.	420.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Aquatic Bioassay & Consulting Laboratories, Inc.

Classification	Hourly Rate
Principal Scientist	\$266
Scientist	\$199
Senior Biologist	\$173
Biologist	\$146
Field Technician	\$113
Laboratory Technician	\$113

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Aztec Film

Classification	Hourly Rate
Art Tejada (Video Producer/Editor)	\$150.00
Jim Sanderson (Video Producer/Director)	\$150.00
Francisco Loureiro (Platform Architect)	\$150.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:		NV5, Inc.
Subconsultant Firm:		C Below

Classification	Prevailing Wage Rate	Standard Hourly Rate
Land Survey		
Licensed Land Surveyor	260.00	260.00
Ground Penetrating Radar		
GPR Certified Supervising Technician	195.00	180.00
GPR Trained Certified Assistant Technician	180.00	160.00
Travel Time Mobilization technician plus equipment	175.00	170.00
Travel Time Mobilization crew plus equip	255.00	230.00
Utility Locating - Electromagnetic Locator		
Locating Certified Supervising Technician	195.00	180.00
Locating Trained Certified Assistant Technician	180.00	160.00
Travel Time Mobilization technician plus equipment	175.00	170.00
Travel Time Mobilization crew plus equipment	255.00	230.00
Mapping		
Mapping Supervising Tech	230.00	215.00
Drafting In-house drafting in AutoCAD	150.00	150.00
Manhole Dip Record depth from rim of manhole to invert of pipe	250.00	250.00
Travel Time Mobilization technician plus equipment	175.00	170.00
Travel Time Mobilization crew plus equipment	255.00	210.00
CCTV Pipe Inspection		
CCTV Robotic Camera Pipe Inspection For lines greater than 8 inches, includes locating and video	395.00	365.00
CCTV Push Camera Pipe Inspection For lines smaller than 8 inches, includes locating and video	370.00	330.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:		NV5, Inc.
Subconsultant Firm:		C Below

CCTV Report	500.00	500.00
CCTV Lateral Locating Remote camera launch, includes locating and video for one lateral	75.00	75.00
Water Jetting Trailer mounted unit, jetting to clear blocked lines up to 8 inches in diameter	Request Quote	Request Quote
Water Jetting Pipe cleaning utilizing vac-truck	Request Quote	Request Quote
Travel Time Mobilization technician plus equipment	175.00	170.00
Travel Time Mobilization crew plus equipment	255.00	230.00
Potholing		
Standard Pothole 1' x 1' x 0' - 5' deep	660.00	585.00
Pothole 1' x 1' x 5'-10' deep	685.00	625.00
Pothole 1' x 1' x 10' - 15' deep	895.00	835.00
Pothole 1' x 1' x 15' - 20' deep	1,500.00	1,500.00
Pothole 1' x 1' x 20' - 25' deep	Request Quote	Request Quote
Traffic Control Basic 0 - 25 MPH	950.00	950.00
Traffic Control Standard 25 - 55 MPH	1,500.00	1,500.00
Traffic Control Extensive	1,750.00	1,750.00
Traffic Control Half day.. ..25-55 MPH	750.00	675.00
Traffic Control Plans Standard Plans	1,250.00	1,250.00
Traffic Control Plans Engineered Stamped Plans	1,500.00	1,500.00
Flagman	180.00	155.00
Potholing Hourly Crew Includes surface breaking, sand backfill, and permanent cold patch repair	595.00	560.00
Potholing Hourly Single Tech Includes vac-truck, no surface breaking, backfill, or patching	385.00	370.00
Keyhole Coring Includes utilibond	250.00	250.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:		NV5, Inc.
Subconsultant Firm:		C Below

Commented [DR1]: Can you repeat this header on each page?

Dump Fee Removal of excavated spoils and dumping of mat (Daily or every 5 PHs)	950.00	950.00
Hot Patching Standard 2' x 2' area	300.00	300.00
Aquaphalt	Request Quote	Request Quote
Slurry Backfill Every 5ft	150.00	150.00
Pothole Report Drafting time to generate PDF	550.00	550.00
Travel Time Mobilization technician plus equipment	275.00	250.00
Travel Time Mobilization crew plus equipment	295.00	275.00
Additional Fees		
Administration (6 hour minimum with a 4 hour increase every additional week)	95.00	95.00
Project Management/ Coordination (6 hour minimum with an hour increase every additional week)	95.00	95.00
Per Diem Per technician	295.00	295.00
Permit Costs 3rd party	Request Quote	Request Quote

* All services will be billed within the 4 & 8 hour minimum

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Downstream Services, Inc.

Classification	Hourly Rate
Emergency Response Fee	\$250.00 (per 1 to 2-man crew) per day
Confined Space Entry Equipment (per unit)	\$450.00 per day
SCBA Equipment (per unit)	\$250.00 per day
Camel Jet/Vacuum Combo Truck with Operator	\$310.00 per hour – prevailing wage
Mini Pumper Truck 750 Gallon with Operator	\$230.00 per hour – prevailing wage
Trailer Jetter w/ Pickup Truck with Operator	\$207.00 per hour – prevailing wage
Pumper Truck 4,000 Gallon	\$239.00 per hour – prevailing wage
Water Truck 2,000 Gallon	\$223.00 per hour – prevailing wage
CCTV Inspection Truck	\$227.00 per hour – prevailing wage
Robotic Cutter Truck	\$304.00 per hour – prevailing wage
Traffic Control Truck with Technician	\$191.00 per hour – prevailing wage
Roll Off Truck with Driver/Operator	\$224.00 per hour – prevailing wage
3 Ton Crane Truck with Driver/Operator	\$193.00 per hour – prevailing wage
Multi-Tool Excavator 50,000 lbs. with Operator	\$275.00 per hour – prevailing wage
Backhoe/Mini-Excavator/Skid Steer/Wheel Loader with Operator	\$226.00 per hour – prevailing wage
Pickup Truck	\$23.00 per hour
Utility Truck	\$45.00 per hour
Specialty Cleaning Nozzle (Grease Cutter, Chain Flail, etc.)	\$5.00 per hour
Tamper/Compactor	\$167.00 per day
Jackhammer/Air Compressor	\$234.00 per day
Dump Trailer	\$163.00 per day
Attenuator Trailer	\$525.00 per day
Changeable Message Board	\$263.00 per day
Flashing Arrow Board	\$147.00 per day
2-Inch Submersible Pump	\$111.00 per day
3-Inch Trash Pump	\$177.00 per day
4-Inch Hydraulic Pump with Power Unit	\$591.00 per day
4 to 6-Inch Bypass Trailer with Vacuum Assist Pump	\$787.00 per day
4 to 6-Inch Discharge Hose (\$1/ft daily)	\$1.00 per foot per day
Generator 6500 Watt	\$118.00 per day
Transportable Treatment Unit 10-15 Cubic Yard*	\$66.00 per day
Transportable Treatment Unit 20 Cubic Yard*	\$74.00 per day
Offsite Systems/QAQC Analyst	\$131.00 per hour
Offsite Project Manager	\$164.00 per hour
Onsite Safety Manager	\$164.00 per hour

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Downstream Services, Inc.
Foreman w/ Pickup Truck	\$209.00 per hour – prevailing wage
Operator	\$185.00 per hour – prevailing wage
Instrumentation Technician w/ Utility Truck	\$227.00 per hour – prevailing wage
Laborer	\$154.00 per hour – prevailing wage
Camel Jet/Vacuum Combo Truck with Operator (Overtime and/or ER)	\$419.00 per hour – prevailing wage
Mini Pumper Truck 750 Gallon with Operator (Overtime and/or ER)	\$311.00 per hour – prevailing wage
Trailer Jetter w/ Pickup Truck with Operator (Overtime and/or ER)	\$279.00 per hour – prevailing wage
Pumper Truck 4,000 Gallon (Overtime and/or ER)	\$323.00 per hour – prevailing wage
Water Truck 2,000 Gallon (Overtime and/or ER)	\$301.00 per hour – prevailing wage
CCTV Inspection Truck (Overtime and/or ER)	\$306.00 per hour – prevailing wage
Robotic Cutter Truck (Overtime and/or ER)	\$410.00 per hour – prevailing wage
Traffic Control Truck with Technician (Overtime and/or ER)	\$258.00 per hour – prevailing wage
Roll Off Truck with Driver/Operator (Overtime and/or ER)	\$302.00 per hour – prevailing wage
3 Ton Crane Truck with Driver/Operator (Overtime and/or ER)	\$261.00 per hour – prevailing wage
Multi-Tool Excavator 50,000 lbs. with Operator (Overtime and/or ER)	\$371.00 per hour – prevailing wage
Backhoe/Mini-Excavator/Skid Steer/Wheel Loader with Operator (Overtime and/or ER)	\$305.00 per hour – prevailing wage
Offsite Systems/QAQC Analyst (Overtime and/or ER)	\$177.00 per hour
Offsite Project Manager (Overtime and/or ER)	\$221.00 per hour
Onsite Safety Manager (Overtime and/or ER)	\$221.00 per hour
Foreman w/ Pickup Truck (Overtime and/or ER)	\$282.00 per hour – prevailing wage
Operator (Overtime and/or ER)	\$250.00 per hour – prevailing wage
Instrumentation Technician w/ Utility Truck (Overtime and/or ER)	\$306.00 per hour – prevailing wage
Laborer (Overtime and/or ER)	\$208.00 per hour – prevailing wage
Camel Jet/Vacuum Combo Truck with Operator (Double Time)	\$465.00 per hour – prevailing wage
Mini Pumper Truck 750 Gallon with Operator (Double Time)	\$345.00 per hour – prevailing wage
Trailer Jetter w/ Pickup Truck with Operator (Double Time)	\$311.00 per hour – prevailing wage
Pumper Truck 4,000 Gallon (Double Time)	\$359.00 per hour – prevailing wage
Water Truck 2,000 Gallon (Double Time)	\$335.00 per hour – prevailing wage

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Downstream Services, Inc.
CCTV Inspection Truck (Double Time)	\$341.00 per hour – prevailing wage
Robotic Cutter Truck (Double Time)	\$456.00 per hour – prevailing wage
Traffic Control Truck with Technician (Double Time)	\$287.00 per hour – prevailing wage
Roll Off Truck with Driver/Operator (Double Time)	\$336.00 per hour – prevailing wage
3 Ton Crane Truck with Driver/Operator (Double Time)	\$290.00 per hour – prevailing wage
Multi-Tool Excavator 50,000 lbs. with Operator (Double Time)	\$413.00 per hour – prevailing wage
Backhoe/Mini-Excavator/Skid Steer/Wheel Loader with Operator (Double Time)	\$339.00 per hour – prevailing wage
Offsite Systems/QAQC Analyst (Double Time)	\$197.00 per hour
Offsite Project Manager (Double Time)	\$246.00 per hour
Onsite Safety Manager (Double Time)	\$246.00 per hour
Foreman w/ Pickup Truck (Double Time)	\$314.00 per hour – prevailing wage
Operator (Double Time)	\$278.00 per hour – prevailing wage
Instrumentation Technician w/ Utility Truck (Double Time)	\$341.00 per hour – prevailing wage
Laborer (Double Time)	\$231.00 per hour – prevailing wage

2-man Camel Jet/Vac crew with equipment	\$464.00 per hour – prevailing wage
2-man Camel Jet/Vac crew with equipment (Overtime and/or ER)	\$627.00 per hour – prevailing wage
2-man Camel Jet/Vac crew with equipment (Double Time)	\$696.00 per hour – prevailing wage
4-man Camel Jet/Vac crew with equipment	\$772.00 per hour – prevailing wage
4-man Camel Jet/Vac crew with equipment (Overtime and/or ER)	\$1,042.00 per hour – prevailing wage
4-man Camel Jet/Vac crew with equipment (Double Time)	\$1,158.00 per hour – prevailing wage
2-man CCTV crew with equipment	\$381.00 per hour – prevailing wage
2-man CCTV crew with equipment (Overtime and/or ER)	\$515.00 per hour – prevailing wage
2-man CCTV crew with equipment (Double Time)	\$572.00 per hour – prevailing wage
4-man CCTV crew with equipment	\$689.00 per hour – prevailing wage
4-man CCTV crew with equipment (Overtime and/or ER)	\$931.00 per hour – prevailing wage
4-man CCTV crew with equipment (Double Time)	\$1,034.00 per hour – prevailing wage

Prime Firm:	NV5, Inc.
--------------------	------------------

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Subconsultant Firm:	EcoAnalysts
----------------------------	--------------------

Classification	Hourly Rate
Scientist 5	\$ 245.00
Scientist 4	\$ 195.00
Scientist 3	\$ 145.00
Scientist 2	\$ 125.00
Scientist 1	\$ 105.00
Technician 5	\$ 135.00
Technician 4	\$ 115.00
Technician 3	\$ 95.00
Technician 2	\$ 75.00
Technician 1	\$ 60.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Enthalpy Analytical, LLC

Classification	Unit Rate
EPA 8015M – Carbon Chain	\$64
EPA 8015B – TPH-g	\$58
EPA 8270 SIM – PAHs (Low Level)	\$151
EPA 8270/625 - SVOCs	\$190
EPA 8270 SIM – 1,4-Dioxane	\$144
EPA 8260B/624 - VOCs	\$105
EPA 8260B – VOCs & OXYs	\$115
SRL 524SIM – 1,2,3-TCP (Low Level) (WATER)	\$110
RSK-175 – Dissolved Gasses	\$115
EPA 8082 – PCBs	\$87
EPA 8082 – PCBs (Soxhlet Extraction)	\$156
EPA 8081 – Organochlorine Pesticides	\$110
EPA 1613/8290 – Dioxins & Furans	\$925
EPA 1613/8290 – 2,3,7,8-TCDD	\$520
EPA 6010/7470/7471/200.7/245.1 – CAM 17 Metals	\$128
EPA 6020/7470/7471/200.8/245.1 – CAM 17 Metals	\$138
EPA 6010/6020/200.7/200.8 – Single Metal	\$22
Each Additional Metal	\$12
EPA 6010/7470/7471 – RCRA 8 Metals	\$110
EPA 7470/7471/245.1 – Mercury	\$40
EPA 7199/218.6 – Hexavalent Chromium (WATER)	\$81
EPA 7199 – Hexavalent Chromium (SOIL)	\$98
Leachate Extraction (STLC/TCLP)	\$70
Zero Headspace Extraction – 3 sample min	\$93
EPA 300.0 – Anions (per analyte) (WATER)	\$29
EPA 300.0 – Anions (per analyte) (SOIL)	\$46
SM 5210B – BOD	\$75
ASTM D2216 – Moisture	\$20
EPA 1664A – Oil & Grease	\$58
EPA 314.0 – Perchlorate (WATER)	\$75
EPA 314.0 – Perchlorate (SOIL)	\$98
SM 4500H+B/EPA 9045 – pH	\$23
EPA 351.X – TKN	\$58
SM 2540 – TDS/TSS/Settleable Solids	\$28
SM 5310B - TOC	\$64
Lab Filtration (for lab filtered dissolved metals)	\$20
Container Supply & Sample Disposal Fee	\$9

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Enthalpy Analytical, LLC
5035 Preservation Kit (3-Vial)	\$27
5035 Preservation Kit (5-Vial)	\$33
Rush TAT Options:	
1-Day TAT	100%
2-Day TAT	75%
3-Day TAT	50%
4-Day TAT	35%

Classification	Hourly Rate
Administrative/Technician Assistant	78
Field/Lab Technician	96
Sr. Field/Lab Technician/Junior Project Scientist	115
Project Scientist/Manager I	120
Project Administrator/Accountant/QA	145
Project Scientist/Manager II	150
Project Scientist/Manager III	190
Senior Scientist	300

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Enthalpy Analytical, LLC

Marine Aquatic Toxicity Tests

Common Name	Test Species	Test Type / Endpoint	Per Sample Test Cost (\$)
Marine acute tests			
Mysid Shrimp	<i>Americamysis bahia</i>	96-h Acute Survival	1135
Pacific Topsmelt	<i>Atherinops affinis</i>	96-h Acute Survival	1195
Inland Silverside	<i>Menidia beryllina</i>	96-h Acute Survival	1195
Marine chronic tests			
Mysid Shrimp	<i>Americamysis bahia</i>	Chronic Survival & Growth	2200
Pacific Topsmelt	<i>Atherinops affinis</i>	Chronic Survival & Growth	2095
Pacific Oyster	<i>Crassostrea gigas</i>	Chronic Embryo Development	2300
Sand Dollar	<i>Dendraster excentricus</i>	Chronic Egg Fertilization	1600
Sand Dollar	<i>Dendraster excentricus</i>	Chronic Embryo Development	1800
Red Abalone	<i>Haliotis rufescens</i>	Chronic Embryo Development	2300
Giant Kelp	<i>Macrocystis pyrifera</i>	Chronic Germination & Growth	2095
Inland Silverside	<i>Menidia beryllina</i>	Chronic Survival & Growth	2095
Mussel	<i>Mytilus species</i>	Chronic Embryo Development	2065
Sea Urchin	<i>Strongylocentrotus purpuratus</i>	Chronic Egg Fertilization	1600
Sea Urchin	<i>Strongylocentrotus purpuratus</i>	Chronic Embryo Development	1800

Note: Costs are based on a standard EPA 5-dilution per sample test design; cost reductions may apply for undiluted samples tested and analyzed with the TST.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Enthalpy Analytical, LLC

Sediment, Porewater, and Soil Procedures

Common Name	Test Species	Test Type / Endpoint	Per Sample Test Cost (\$)
Amphipod	Amphipod species*	10-day Survival	1750
Mussel / Oyster	Bivalve species	Chronic Development or Sediment-Water Interface	1875
Midge larvae	<i>Chironomus tentans</i>	10-day Survival	1750
		21-day Survival/Growth	2915
		Survival/Growth/Emergence	3575
Freshwater Clam	<i>Corbicula fluminea</i>	28-day Bioaccumulation	3700
Sea Urchin/Sand Dollar	Echinoderm species	Chronic Fertilization	1875
		Chronic Development	1875
Earthworm	<i>Eisenia foetida</i>	14-day Survival	1540
		28-day Bioaccumulation	2900
Amphipod	<i>Hyalella azteca</i>	28-day Survival/Growth	3300
		42-day Survival/Growth/Repro.	4400
Amphipod	<i>Leptocheirus plumulosus</i>	28-day Survival/Growth/Repro.	3300
Oligochaete Worm	<i>Lumbriculus variegatus</i>	96-h Acute Survival	1215
		28-day Bioaccumulation	4400
Polychaete worm	<i>Neanthes arenaceodentata</i>	10-day Survival	1760
		20-day Survival/Growth	2315
Tier III Dredged Material Testing			
Mysid, Fish, & Bivalve Larvae	<i>A. bahia</i> , <i>M. beryllina</i> , <i>Mytilus species</i>	Suspended Particulate Phase (SPP) or Modified Elutriate Test (MET)	3900
		Worm & Amphipod	3500
	<i>N. arenaceodentata</i> , <i>Amphipod spp.</i>	Solid-Phase	
Worm	<i>Neries Virens</i>	Bioaccumulation Phase	4000
Clam	<i>Macoma Nasuta</i>	Bioaccumulation Phase	4000

Notes:
 * Marine Amphipod species: *Ampelisca abdita*, *Eohaustorius estuarius*, *Rhepoxynius abronius*, and *Leptocheirus plumulosus*
 Freshwater Amphipod species: *Hyalella azteca*

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Enthalpy Analytical, LLC

Additional Services

Toxicity Identification Evaluation (TIE) Studies:		Rate
Phase I TIE Study	Scope-specific	typically between \$3,500 - \$12,000
Phase II and III TIE Study	Scope-specific	varies
Water Effect Ratio determination	Scope-specific	varies
Sediment Effect Ratio determination	Scope-specific	varies
Toxicity Reduction Evaluation	Scope-specific	varies
Toxicity Reduction Evaluation	Scope-specific	varies
Permit Relate Consulting Support	Scope-specific	varies

Standard Testing Policies

Test Scheduling	Please allow for 7 days' notice prior to sampling to allow us time to obtain and acclimate test animals and prepare for testing. We will try to accommodate tests scheduled with limited notice on a case by case basis; rush or other additional charges may apply for weekend and holiday work.
Turn Around Time	Standard turn-around time (TAT) for effluent or other liquid matrix testing is approximately 4-weeks from sample receipt. Sediment, TIE studies, and large-scale projects may take longer. Preliminary data is typically provided prior to full reporting. Rush charges may apply to reports required within a shorter period of time.
Shipping, Couriers, and Sample Kits	Sample delivery costs are not included in the testing costs and are the responsibility of the client. For local sites, courier pick-up can be arranged and billed with the project. Sample kits and containers can typically be provided to mainland US locations at no cost.
Drop Charge Policy	A drop charge may apply to cover the costs of organisms ordered in the event testing is cancelled, samples are not collected or received as scheduled, or other situations out of our control. Tests cancelled after initiation are subject to prorated costs.
Reference Toxicant Testing	Concurrent standard reference toxicant tests can be performed at 50% of the effluent test costs. Monthly reference toxicant test results can be reported at no additional cost.
EDDs	Electronic data entry (EDD) is charged at a maximum of \$150 per test (\$75 per endpoint). Acute tests have one endpoint, while most chronic tests have two endpoints.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Eurofins

ORGANICS (Soil & Aqueous)		
VOC ANALYSIS	METHOD	UNIT PRICE
Volatile Organic Compounds (VOCs)	EPA 8260B/C/D	\$110
VOCs plus Fuel Oxygenates	EPA 8260B/C/D	\$130
VOCs - Appendix II or IX Target List	EPA 8260B/C/D	\$155
VOCs - Low Level 20 mL Purge (water)	EPA 8260B/C/D	\$135
VOCs - add Tentatively Identified Compounds (Top 10 TICs)	EPA 8260B/C/D	\$55
VOCs - Priority Pollutant List (3 day HT if unpreserved)	EPA 624.1	\$130
VOCs - Low Level (water)	EPA 624.1 LL	\$150
BTEX and/or MTBE	EPA 8260B/C/D or 624.1	\$90
BTEX and/or MTBE	EPA 8021B or 602	\$70
Fuel Oxygenates (MTBE, TBA, DIPE, ETBE, TAME, Ethanol)	EPA 8260B/C/D	\$95
BTEX and Fuel Oxygenates	EPA 8260B/C/D	\$100
Naphthalene	EPA 8260B/C/D	\$85
Total Purgeable Petroleum Hydrocarbons (TPPH) add-on to 8260 only	EPA 8260B/C/D	\$40
Volatile Organic Compounds	EPA 524.2	\$150
VOCs - Low Level	EPA 524.2 LL	\$165
1,2,3-Trichloropropane - Low Level	SRL 524M-TCP or 8260B/C/D SIM	\$120
Fumigants (EDB, DBCP) by GC/ECD	EPA 504.1	\$85
1,4-Dioxane - Low Level	8260B/C/D SIM	\$105
SVOC / EXTRACTABLE ORGANICS ANALYSIS	METHOD	UNIT PRICE
Semivolatile Organic Compounds (SVOCs) Routine List	EPA 8270C/D/E or 625.1	\$220
SVOCs - Low Level	EPA 8270C/D/E LL	\$235
SVOCs - Low Level SIM Routine list	EPA 8270C/D/E or 625.1 SIM	\$250
SVOCs - Low Level Extended SIM List	EPA 8270C/D/E or 625.1 SIM	\$300
SVOCs - Appendix II or IX Target List (# sample minimum applies)	EPA 8270C/D/E	By quote
SVOCs - add Tentatively Identified Compounds (Top 20 TICs)	EPA 8270C/D/E	\$85
PAHs - by Selective Ion Monitoring (SIM)	EPA 8270C/D/E SIM	\$180
PAHs - Low Level by Selective Ion Monitoring (SIM)	EPA 8270C/D/E SIM LL	\$195
1,4-Dioxane (Isotope Dilution)	EPA 8270C/D/E (M) SIM	\$120
1,4-Dioxane (Isotope Dilution) - Low Level	EPA 8270C/D/E (M) SIM LL	\$135
Polychlorinated Biphenyls (PCBs - Aroclors)	EPA 8082/A or 608.3	\$85
Polychlorinated Biphenyls (PCBs - Aroclors) extended list	EPA 8082/A or 608.3	\$90
PCBs - Low-level	EPA 8082/A or 608.3	\$100
Polychlorinated Terphenyls (PCTs - Aroclors: 5432, 5442, 5460)	EPA 8082/A or 608.3	\$130
Organochlorine Pesticides	EPA 8081A/B or 608.3	\$135
Organochlorine Pesticides - Extended Target List	EPA 8081A/B or 608.3	\$170
Organochlorine Pesticides - Low Level	EPA 8081A/B or 608.3	\$155
Organochlorine Pesticides - Low Level Extended Target List	EPA 8081A/B or 608.3	\$175
Organophosphorus Pesticides	EPA 8141A/B	\$180
Organophosphorus Pesticides - Extended Target List	EPA 8141A/B	\$195
Organophosphorus Pesticides - Low Level	EPA 8141A/B	\$190
Organophosphorus Pesticides - Low Level Extended Target List	EPA 8141A/B	\$200
Herbicides, Chlorinated *	EPA 8151A	\$220

Parameters shown in Bold have short Hold Times.

*Price subject to change based upon availability and cost of a compound required for the derivatization step of method.

Field sampling devices, such as EnCores™ or Terra Cores, are not included in the unit rates.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Eurofins

ORGANICS (Soil & Aqueous)		
TOTAL PETROLEUM HYDROCARBONS (TPH) ANALYSIS	METHOD	UNIT PRICE
Gas/Gasoline Range Organics (GRO)	EPA 8015B/C/D	\$55
Gas Range with Carbon Range Breakdown (C4-C12)	EPA 8015B/C/D	\$60
GRO - Low Level (water)	EPA 8015B/C/D	\$65
Northwest Volatile Petroleum Products	NWTPH-Gx	\$60
Diesel/Diesel Range Organic (DRO)	EPA 8015B/C/D	\$60
DRO/MRO (Diesel standard only)	EPA 8015B/C/D	\$80
DRO - Low Level (soil)	EPA 8015B/C/D	\$85
Motor Range Organics (MRO)	EPA 8015B/C/D	\$75
Crude Oil Range Organics (C7-C44)	EPA 8015B/C/D	\$80
Jet A Range Organics (C6-C20)	EPA 8015B/C/D	\$80
DRO/MRO (Diesel & Motor Oil standard)	EPA 8015B/C/D	\$100
Extractable (Custom Range, diesel standard only)	EPA 8015B/C/D	\$85
Extractable with Carbon Chain Breakdown (C6 up to C44, diesel Std.)	EPA 8015B/C/D	\$85
Therminol (1,1-Oxybis-Benzene, 1,1-biphenyl)	EPA 8015B/C/D	\$210
Northwest Semivolatile Petroleum Products	NWTPH-Dx	\$80
Non-Halogenated Organics (2-Butanol, Ethanol, Isobutanol, Isopropanol, Methanol, n-Butanol)	EPA 8015B/C/D	\$160
Non-Halogenated Organics (Ethanol and/or Methanol)	EPA 8015B/C/D	\$115
SPECIALTY ORGANICS ANALYSIS	METHOD	UNIT PRICE
Formaldehyde (3 day holding time for waters)	EPA 8315A	\$295
Acetaldehydes (3 day holding time for waters)	EPA 8315A	\$325
Soil Extraction prep required for Acetaldehyde analysis	EPA 8315A (Leach)	\$35
N-Nitrosodimethylamine (NDMA) only	EPA 1625B/C (M)	\$210
N-Nitrosodimethylamine (NDMA) only - Low Level	EPA 1625B/C SIM LL (M)	\$250
N-Nitrosoamines (4 compounds) - Low Level	EPA 1625B/C SIM LL (M)	\$300
N-Nitrosoamines (8 compounds) - Low Level	EPA 1625B/C SIM LL (M)	\$325
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	\$395
Organotins - Tributyltin only	Krone et al. (GC/MS)	\$190
Organic Acids (Acetic, Butyric, Lactic, Propionic, Pyruvic)	HPLC/UV	\$135
Explosives - Nitroaromatics and Nitramines	EPA 8330/A	\$220
PCB Congeners - Standard List	EPA 8270C/D/E SIM	\$390
PCB Congeners - Extended Target List	EPA 8270C/D/E SIM	\$440
Dissolved Gases - Methane in water	RSK 175(M)	\$85
Dissolved Gases - Methane, Ethane & Ethene in water	RSK 175(M)	\$100
Dissolved Gases - Low Level	RSK 175(M) LL	\$115
Dissolved Gases - Carbon Dioxide in water	RSK 175(M)	\$85
Tetraethyl Lead	EPA 8270C/D/E	\$115
EXTRACTABLE LEACHATE PROCEDURES	METHOD	UNIT PRICE
TCLP (Volatile) ZHE Extraction	EPA 1311	\$75
TCLP (Semi/Non-Volatile) Bottle Extraction	EPA 1311	\$60
STLC (WET) (Semi/Non-Volatile) Bottle Extraction	CAC Title 22	\$60
Soxhlet Extraction	EPA 3540C/3541	\$100
FIELD SAMPLING SUPPLIES FOR 5035 PREP	UNIT	UNIT PRICE
5035 Sampling Kits (methanol & sodium bisulfate) incl. T-handle	3 Vials	\$15
5035 Sampling Kits (methanol & sodium bisulfate) incl. T-handle	5 Vials	\$25
T-handle (disposable)	each	\$5

Parameters shown in **Bold** have short Hold Times.
Field sampling devices, such as EnCores™ or Terra Cores, are not included in the unit rates.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Eurofins

CLEANUPS		
ANALYSIS	METHOD	UNIT PRICE
Alumina Cleanup for Tissue	EPA 3610B	\$40
Florisil Column for PCBs	EPA 3620C	\$30
Silica Gel Cleanup (2 gram column)	EPA 3630C (M)	\$30
Silica Gel Cleanup (10 gram column with reverse surrogate)	EPA 3630C (M)	\$70
Silica Gel Cleanup (0.5 gram extract shake-out)	EPA 3630C (M)	\$20
Sulfur Cleanup	EPA 3660B	\$40
METALS (Soil & Aqueous)		
ANALYSIS	METHOD	UNIT PRICE
Total Digestion	EPA 3005A/3010A/3020A or 3050B/3051A	\$15
Sample Filtration for Dissolved Metals (Within 24 hrs)	EPA 3005A	\$15
Reductive Precipitation Procedure	SOP M225	\$100
STLC (WET) (Semi/Non-Volatile) Bottle Extraction	CAC Title 22	\$60
TCLP (Semi/Non-Volatile) Bottle Extraction	EPA 1311	\$60
ICP ANALYSIS (INCLUDES DIGESTION)		
ANALYSIS	METHOD	UNIT PRICE
1 Metal	EPA 6010B/D or 200.7	\$29
2-3 Metals	EPA 6010B/D or 200.7	\$42
4-7 Metals	EPA 6010B/D or 200.7	\$58
8-12 Metals	EPA 6010B/D or 200.7	\$79
13-18 Metals	EPA 6010B/D or 200.7	\$95
19+ Metals	EPA 6010B/D or 200.7	\$115
ICP/MS ANALYSIS (INCLUDES DIGESTION)		
ANALYSIS	METHOD	UNIT PRICE
1 Metal	EPA 6020/B or 200.8	\$40
2-3 Metals	EPA 6020/B or 200.8	\$52
4-7 Metals	EPA 6020/B or 200.8	\$73
8-12 Metals	EPA 6020/B or 200.8	\$89
13-18 Metals	EPA 6020/B or 200.8	\$110
19+ Metals	EPA 6020/B or 200.8	\$135
Sea Water Metals Scan with Reductive Precipitation Preparation: Be, Cd, Cr, Co, Pb, Ni, Ag, Zn	SOP M225/EPA 200.8	\$300
MERCURY ANALYSIS		
ANALYSIS	METHOD	UNIT PRICE
Mercury by Cold Vapor AA (includes digestion)	EPA 7470A/7471A/7471B/245.1	\$37
LOW-LEVEL ICP/MS ANALYSIS (INCLUDES DIGESTION)		
ANALYSIS	METHOD	UNIT PRICE
1 Metal	EPA 6020/B LL or 200.8 LL	\$50
2-3 Metals	EPA 6020/B LL or 200.8 LL	\$70
4-7 Metals	EPA 6020/B LL or 200.8 LL	\$90
8-12 Metals	EPA 6020/B LL or 200.8 LL	\$105
13-18 Metals	EPA 6020/B LL or 200.8 LL	\$125
19+ Metals	EPA 6020/B LL or 200.8 LL	\$155

Parameters shown in Bold have short Hold Times.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Eurofins

WET CHEMISTRY (Soil & Aqueous)		
ANALYSIS	METHOD	UNIT PRICE
Acidity *	SM 2310 B	\$30
Anions by IC (F, Cl, Br, SO4, NO2, NO3, o-PO4)		
.....Any single anion	EPA 300.0 or 9056/A	\$35
.....Any two anions	EPA 300.0 or 9056/A	\$55
.....Any three anions	EPA 300.0 or 9056/A	\$75
.....Any four anions	EPA 300.0 or 9056/A	\$90
Alkalinity, Total *	SM 2320 B	\$30
Alkalinity, Speciated (bicarbonate, carbonate, hydroxide) *	SM 2320 B	\$37
Benzotriazole & Tolytriazole (24 hour Hold Time) *	HACH 8079	\$150
Biochemical Oxygen Demand (BOD), 5 day (48 hour Hold Time)	SM 5210 B	\$75
Carbon Dioxide – Headspace analysis *	RSK 175(M)	\$85
Carbon Dioxide *	SM 4500-CO2 D	\$60
Chemical Oxygen Demand (COD, spectrophotometric) *	EPA 410.4	\$37
Chloride *	SM 4500-Cl C	\$37
Chlorine, Total Residual (15 minute Hold Time) *	SM 4500-Cl F	\$29
Chromium III (24 hour Hold Time, calculated from Total & Hexavalent)	Various	by quote
Chromium VI (24 hour Hold Time) *	EPA 218.6	\$110
Chromium VI Low-Level (24 hour Hold Time) *	EPA 218.6 LL	\$130
Chromium VI (24 hour Hold Time for water)	EPA 7196A	\$75
Chromium VI (soil/solid samples with Alkaline Digestion)	EPA 7196A/3060A	\$120
Chromium VI (24 hour Hold Time for water)	EPA 7199	\$110
Chromium VI (soil/solid samples with Alkaline Digestion)	EPA 7199/3060A	\$155
Color (48 hour Hold Time) *	SM 2120 B	\$30
Cyanide, Total *	Kelada-01	\$55
Cyanide, Total *	SM 4500-CN E	\$63
Cyanide, Total (Soil/Solid)	EPA 9014	\$58
Cyanide, Reactive	EPA 9010C/9014	\$115
Cyanide, Amenable (includes total & Non-Amenable for calc.) *	SM 4500-CN G/E	\$130
Disinfection By-Products - single compound (Bromide, Bromate, Chlorate, or Chlorite) *	EPA 300.1	\$58
Disinfection By-Products - (Bromide, Bromate, Chlorate, & Chlorite) *	EPA 300.1	\$84
Dissolved Organic Carbon (Lab filtered, required within 48 hours) *	SM 5310 D	\$63
Dissolved Organic Carbon (Field filtered) *	SM 5310 D	\$58
Hardness, Total (by titration, non-routine) *	SM 2340 C	\$58
Hardness, Total (calculated from Ca & Mg) *	SM 2340 B	\$53
Ignitability (Solids or Liquids)	EPA 1010/A	\$85
Iron, Ferrous (15 minute Hold Time) *	SM 3500-Fe B	\$63
Iron, Ferric (15 minute Hold Time, calculated from Total & Ferrous Iron) *	SM 3500-Fe B	\$105
Mercaptans	LACSD 258	\$155
Percent Moisture Content	SM 2540 G or ASTM D2216	\$20

* Testing can only be performed on water matrix.
Parameters shown in Bold have short Hold Times.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Eurofins

WET CHEMISTRY (Soil & Aqueous)		
ANALYSIS	METHOD	UNIT PRICE
<u>Nitrogen</u>		
Ammonia (Segmented Flow Analyzer (SFA) *	EPA 350.1	\$63
Ammonia (Titration with distillation)	SM 4500-NH3 B/C	\$68
Ammonia, Unionized (must include Total Ammonia, Field pH & temp)	SM 8010 F & SM 4500-NH3 B/C	\$74
Ammonia (Ion Selective Electrode (ISE) no distillation)*	SM 4500-NH3 D	\$53
Ammonia (Ion Selective Electrode (ISE) with distillation) Solids	SM 4500-NH3 B/D	\$63
Nitrate & Nitrite (preserved)	SM 4500-NO3 E	\$74
Total Kjeldahl (SFA)	EPA 351.2(M)	\$74
Total Organic (TKN & NH3)	EPA 351.2 & SM 4500-NH3 B/C	\$147
Total Nitrogen (TKN & NO2/NO3)	EPA 351.2 & SM 4500-NO3 E	\$152
Total Inorganic (NH3 & NO2/NO3)	SM 4500-NO3 E & 4500-NH3 B/C	\$147
Oil and Grease; Hexane Extractable Material (HEM)*	EPA 1664A/B	\$72
Oil and Grease; HEM + Silica Gel Treated (SGT)*	EPA 1664A/B	\$89
Oil and Grease (Soil); Hexane Extractable Material (HEM)	EPA 9071B	\$105
Oil and Grease (Soil); HEM + Silica Gel Treated (SGT)	EPA 9071B	\$125
Oxygen, Dissolved (15 minute Hold Time) *	SM 4500-O G	\$32
Paint Filter Liquids Test	EPA 9095B	\$32
pCBSA *	EPA 314.0 (M)	\$155
Perchlorate, Soil	EPA 314.0 (M)	\$115
Perchlorate, Water	EPA 314.0	\$80
Perchlorate, Low-level Water	EPA 314.0 LL	\$130
Perchlorate, Water *	EPA 331.0(M)	\$230
Perchlorate, Soil or Water	EPA 6850	\$285
pH (Hold Time: Midnight, day of receipt) *	EPA 9040B/C	\$20
pH (Hold Time: 15 minutes) *	SM 4500-H+ B	\$20
pH (Solids, Hold Time: Midnight, day of receipt)	EPA 9045C/D	\$23
Phenolics, Total *	EPA 420.1	\$68
Phosphate, Ortho (48 hour Hold Time) *	SM 4500-P B/E	\$63
Phosphate, Ortho (SFA) (water, 48 hour Hold Time) *	EPA 365.1 (M)	\$63
Phosphonates (24 hour Hold Time)*	HACH 8007	\$150
Phosphorous, Total	SM 4500-P B/E	\$58
Phosphorous, Total (SFA) *	EPA 365.1 (M)	\$58
Potassium Permanganate (24 hour Hold Time) *	SM 4500-KMnO ₄ B	\$120
Redox Potential (24 hour Hold Time) *	ASTM D1498	\$42
Salinity *	SM 2520 B	\$200
Sediment Concentration in Water *	ASTM D3977-97	\$120
<u>Solids (Residues)</u>		
Total Dissolved	SM 2540 C	\$30
Total Suspended *	SM 2540 D	\$30
Total *	SM 2540 B	\$30
Total Volatile *	SM 2540 E	\$58
Total Volatile Suspended *	SM 2540 E	\$55
Settleable (48 hour Hold Time) *	SM 2540 F	\$30
Volatile Dissolved *	SM 2540 E	\$58

* Testing can only be performed on water matrix.

Parameters shown in Bold have short Hold Times.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Eurofins

WET CHEMISTRY (Soil & Aqueous)

ANALYSIS	METHOD	UNIT PRICE
Specific Conductance	SM 2510 B	\$30
Specific Gravity, Density *	SM 2710 F	\$78
Sulfide, Total	SM 4500-S2 D or EPA 376.2	\$42
Sulfide, Dissolved (15 minute Hold Time) *	SM 4500-S2 B/D	\$53
Sulfide, Reactive	EPA 9034	\$115
Sulfide, Unionized (must incl. Diss. Sulfide, Conductance, Field pH, temp)	SM 4500-S2 H & 4500-S2 D	\$105
Surfactants (MBAS) (water, 48 hour Hold Time) *	SM 5540 C	\$63
Thiosulfates (48 hour Hold Time) *	LACSD 253A	\$155
Total Inorganic Carbon in Water/Liquids *	SM 5310 D (M)	\$63
Total Organic Carbon in Water/Liquids *	SM 5310 D	\$53
Total Organic Carbon in Soil/Solids (duplicate run)	EPA 9060A	by quote
Turbidity (48 hour Hold Time) *	SM 2130 B or EPA 180.1	\$30

* Testing can only be performed on water matrix.

Parameters shown in Bold have short Hold Times.

INCREMENTAL SAMPLING

Semi-volatile/non-volatile (Dry analysis)	ISM, Hawaii HEER TGM	\$150
Semi-volatile/non-volatile (Processed as received)	ISM, Hawaii HEER TGM	\$150
Volatile Organics (8260B) or TPH Gas	ISM, Hawaii HEER TGM	By quote
Metals Digestion, 10 gram sample (HEER Guidelines)	EPA 3050B, Hawaii HEER TGM	\$65
Mercury Digestion, 5 gram sample (HEER Guidelines)	EPA 7471A/B, Hawaii HEER TGM	\$65
Methanol kit for 8260 or GRO	EPA 5035A	By quote

The standard turn-around time for analysis from ISM is 10-15 working days but may vary depending upon the methods required and length of

OTHER FEES

DI Water Leach for Wet Chem analysis of Soil Samples	\$15
Sample Filtration	\$15
Sample Compositing (water/soil), per discrete sample*	\$10
Sample Homogenization (per sample)	\$15
Percent Moisture for Dry Weight Correction only (no certification)	\$18
Concrete Crushing (per sample; must be <1.5" diameter pieces)	\$60
Soil Sieving	\$75
Wipe Sample Kit (per method)	\$10
Nanopure DI Water (1 Liter, limit 5)	\$15

* Fee may be increased for difficult samples, e.g. marine sediments or soils tightly compacted into sampling sleeves.

Rate for flow weighted compositing is project specific and pre-approval is required.

ISCO SAMPLING

24 Hour Composite Sampling	Per set-up	\$300
Sampling Service (Hourly, includes travel, collection, setup/takedown)	Per hour (minimum 3 hours)	\$100

Rate is for sites within our standard service area set-up during normal business hours; please confirm actual cost prior to scheduling.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Eurofins

AIR/VAPOR		
ANALYSIS	METHOD	UNIT PRICE
Volatile Organics by GC/MS Full Scan (Summa Canister)		
Full TO-15 List (Standard Target List)	EPA TO-15	\$175
Full TO-15 List + Fuel Oxygenates	EPA TO-15	\$190
Full TO-15 List + Oxygenates + Naphthalene	EPA TO-15	\$195
BTEX and/or MTBE Only	EPA TO-15	\$95
BTEX and Fuel Oxygenates	EPA TO-15	\$125
BTEX, Fuel Oxygenates + Naphthalene	EPA TO-15	\$150
Naphthalene	EPA TO-15	\$125
TO-15 Extended Target List	EPA TO-15	\$245
Add Tentatively Identified Compounds (Top 10 Peaks)	EPA TO-15	\$65
Full TO-14A Target List	TO-14A	\$190
BTEX or MTBE Only	TO-14A	\$100
Add Tentatively Identified Compounds	TO-14A	\$70
Volatile Organics by GC/MS Full Scan (Tedlar Bag, 3 day hold time)		
Full TO-15 List (Standard Target List)	EPA TO-15(M)	\$190
Full TO-15 List + Fuel Oxygenates	EPA TO-15(M)	\$205
Full TO-15 List + Oxygenates + Naphthalene	EPA TO-15(M)	\$210
BTEX and/or MTBE Only	EPA TO-15(M)	\$105
BTEX and Fuel Oxygenates	EPA TO-15(M)	\$135
BTEX, Fuel Oxygenates + Naphthalene	EPA TO-15(M)	\$165
Naphthalene	EPA TO-15(M)	\$135
TO-15 Extended Target List	EPA TO-15(M)	\$260
Add Tentatively Identified Compounds (Top 10 Peaks)	EPA TO-15(M)	\$70
Full TO-14A Target List	TO-14A(M)	\$205
BTEX or MTBE Only	TO-14A(M)	\$115
Add Tentatively Identified Compounds	TO-14A(M)	\$80
Analysis by GC (Summa Canister)		
TPH as Gasoline	EPA TO-3(M)	\$65
Gasoline Range Organics C ₆ -C ₁₂	EPA TO-3(M)	\$70
VOCs >/= C ₃ as Hexane (SCAQMD permit compliance)	EPA TO-3(M)	\$65
C ₁ - C ₆ Hydrocarbon Speciation by GC/FID	EPA TO-3(M)	\$85
Fixed Gases (CO, CH ₄ , N ₂ , O ₂ , CO ₂)	ASTM D1946	\$90
Fixed Gases (single compound)	ASTM D1946	\$65
Methane	ASTM D1946	\$70
Helium and/or Hydrogen	ASTM D1946 (M)	\$70
TGNMO and CH ₄	SCAQMD 25.1(M)	\$115
TGNMO, CH ₄ and fixed gases	SCAQMD 25.1(M)	\$145
Non-condensables analysis for fixed gases	SCAQMD 25.1(M)	\$100
Analysis by GC (Tedlar Bag, 3 day hold time)		
TPH as Gasoline	EPA TO-3(M)	\$75
Gasoline Range Organics C ₆ -C ₁₂	EPA TO-3(M)	\$80
VOCs >/= C ₃ as Hexane (SCAQMD permit compliance)	EPA TO-3(M)	\$75
C ₁ - C ₆ Hydrocarbon Speciation by GC/FID	EPA TO-3(M)	\$95

* Requires individually certified Summa™ canisters and flow controllers.

Field sampling equipment fees are not included in the unit rates.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Eurofins

AIR/VAPOR		
ANALYSIS	METHOD	UNIT PRICE
Analysis by GC (Tedlar Bag, 3 day hold time) continued		
Fixed Gases (CO, CH ₄ , N ₂ , O ₂)	ASTM D1946	\$105
Fixed Gases (CO ₂)	ASTM D1946	\$70
Methane	ASTM D1946	\$75
Helium and/or Hydrogen	ASTM D1946 (M)	\$75
Hydrogen Sulfide (24 hour HT)	EPA 16 GC/FPD	\$125
TGNMO and CH ₄	SCAQMD 25.1(M)	\$130
TGNMO, CH ₄ and fixed gases	SCAQMD 25.1(M)	\$160
Non-condensables analysis for fixed gases	SCAQMD 25.1(M)	\$115
Analysis from High Volume PUF Cartridges		
Polynuclear Aromatic Hydrocarbons	EPA TO-13A SIM	\$185
Pesticides	EPA TO-4A	\$195
Polychlorinated Biphenyls (PCBs - Aroclors)	EPA TO-4A	\$120
Particulates & Lead		
SCAQMD Rule 1420 Lead Analysis, high-vol. sampling	40 CFR, Part 50, App. G	\$55
PM 10 Particulate, high-vol. sampling	40 CFR, Part 50, App. J	\$45
TSP Particulate, high-vol. sampling	40 CFR, Part 50, App. J	\$45

Field sampling equipment fees are not included in the unit rates.

AIR/VAPOR SAMPLING EQUIPMENT & FEES	
Air Sampling Rental Fees (maximum 2 week rental period)	
One Liter canister (batch certified)	\$40
Six Liter canister (batch certified)	\$45
One liter canister (individually certified)	\$75
Six liter canister (individually certified)	\$80
Flow controller (8-24 hr sampling, batch certified)	\$35
Soil Gas Manifold (batch certified)	\$25
Duplicate Sampling "T" (batch certified)	\$25
Duplicate Sampling "T" (individually certified)	\$30
Sampling Snorkel (batch certified)	\$35
Sampling Snorkel (individually certified)	\$50
Air Sampling Supplies (purchase)	
Teflon Tubing (per foot)	\$12
Quartz filters (each)	\$40
PUF Cartridge (high volume)*	\$65
Air Sampling bags, such as Tedlar, per 1 L bag	\$20
Brass Fittings (nut & Ferrule set, each)	\$5

Field sampling equipment fees are not included in the unit rates.

Eurofins Calscience provides air sampling bags as a service to our clients. Eurofins Calscience does not manufacture air sampling bags; we purchase them from our vendors. Eurofins Calscience will not be responsible for leaky or otherwise substandard performance of the air sampling bags supplied.

Billing for Sampling Equipment: Unused sample containers cannot be returned to Eurofins Calscience for reuse due to possible contamination issues. Once sampling equipment leaves the custody of Eurofins Calscience it is considered to have been used. Clients will be billed for all canisters, bags, or other sampling devices that have been provided unless otherwise agreed upon. Canisters and flow controllers not returned within two weeks are subject to additional rental charges.

*If the glass housing for the PUF Cartridge is returned broken or is lost a fee of \$100 will be charged.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Eurofins

MARINE CHEMISTRY

Sediment

ANALYSIS	METHOD	UNIT PRICE
Soxhlet Extraction (includes cleanups)	EPA 3540C/3541	\$100
Organochlorine Pesticides (requires soxhlet extraction)	EPA 8081A/B LL	\$175
Organochlorine Pesticides by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$300
Toxaphene & Chlordane Only (requires soxhlet extraction)	EPA 8081A/B LL	\$120
Polychlorinated Biphenyls (PCBs - Aroclors) (requires soxhlet extraction)	EPA 8082/A	\$115
Polychlorinated Terphenyls (PCTs - Aroclors: 5432, 5442, 5460)	EPA 8082/A	\$130
PCB Congeners (Eurofins Calscience list of 41 Congeners) by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$365
PCB Congeners – Extended Target List by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$420
Phenols Low-level by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$175
Phthalates Low-level by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$175
Polynuclear Aromatic Hydrocarbons by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$205
Pyrethroids by GC/TQ	EPA 8270D (M) TQ	\$395
Semivolatile Organics - Extended SIM List (BN&As) (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$350
Bisphenol A (GC/MS SIM)	EPA 8270C/D/E (M) SIM	\$200
Total Petroleum Hydrocarbons (TPH)-Gasoline	EPA 8015B/C/D (M)/GRO	\$55
TPH-Diesel	EPA 8015B/C/D (M)/GRO	\$65
TPH with Carbon Chain Breakdown (C6-C44)	EPA 8015B/C/D (M)/GRO	\$95
Oil & Grease	EPA 9071 B	\$115
Volatile Organic Compounds (VOCs) plus Fuel Oxygenates	EPA 8260B/C/D	\$130
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	\$390
Organotins – Tributyltin only	Krone et al. (GC/MS)	\$190
Total Organic Carbon (TOC)	EPA 9060A	by quote
Metals in Sediment: As, Cd, Cr, Cu, Pb, Ni, Se, Ag, Zn	EPA 6020/B or 6010B/D	\$175
Mercury	EPA 7471A/B	\$45
Ammonia, Total	SM 4500-NH3 B/C (M)	\$40
Chromium VI (includes alkaline digestion)	EPA 7196A/3060A	\$120
Chromium VI – Low Level (includes alkaline digestion)	EPA 7199/3060A	\$155
Moisture Content	ASTM D2216	\$20
Particle Size Analysis (Laser)	ASTM D4464 (M)	\$95
Sulfide, Total	EPA 376.2	\$40
Sulfide, Dissolved (Pore Water) (24 hour Hold Time)*	SM 4500-S2 D (M)	\$50

* Rate does not include centrifugation

Samples are subject to additional fees for homogenization, compositing, and/or GPC or other clean-up.

The standard turn-around time (TAT) is 10-15 working days but may vary depending upon the methods required.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Eurofins

MARINE CHEMISTRY

Elutriate Preparation

ANALYSIS	METHOD	UNIT PRICE
SET Set-up Charge		by quote
MET, EET, or DRET Set-up Charge		by quote
SET, per sample		by quote
MET, EET, or DRET, per sample		by quote

Seawater & Elutriates

ANALYSIS	METHOD	UNIT PRICE
Organochlorine Pesticides	EPA 8081A/B LL	\$155
Organochlorine Pesticides by GC/MS SIM	EPA 8270C/D/E (M) SIM	\$225
PCBs (Aroclors)	EPA 8082/A	\$105
Polychlorinated terphenyl (PCT's Aroclors: 5432, 5442, 5460)	EPA 8082/A	\$165
PCB Congeners (List of 41 Congeners) by GC/MS SIM	EPA 8270C/D/E (M) SIM	\$400
PCB Congeners – Extended List by GC/MS SIM	EPA 8270C/D/E (M) SIM	\$420
Phenols Low-level by GC/MS SIM	EPA 8270C/D/E (M) SIM	\$225
Phthalates Low-level by GC/MS/SIM	EPA 8270C/D/E (M) SIM	\$225
Polynuclear Aromatic Hydrocarbons by GC/MS SIM	EPA 8270C/D/E (M) SIM	\$215
Semivolatile Organics - Extended SIM List (BN&As)	EPA 8270C/D/E (M) SIM	\$350
Pyrethroids by GC/TQ	EPA 8270D (M) TQ	\$300
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	\$390
Organotins – Tributyltin only	Krone et al. (GC/MS)	\$190
Sea Water Metals: As, Cd, Cr, Cu, Pb, Ni, Se, Ag, Zn	EPA 6020/B or 200.8	\$300
Sea Water Metals Scan with Reductive Precipitation Preparation: Be, Cd, Cr, Co, Pb, Ni, Ag, Zn	SOP M225/EPA 200.8	\$300
Mercury	EPA 7470A	\$45
Oxygen, Dissolved	SM 4500-O G	\$50
Suspended Sediment	ASTM 3977-97	\$180
Total Suspended Solids	SM 2540 D	\$55
THB Reductive Precipitation Procedure	SOP M225	\$150

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Eurofins

MARINE CHEMISTRY (continued)

Tissue		
ANALYSIS	METHOD	UNIT PRICE
Soxhlet Extraction (includes cleanups)	EPA 3540C/3541	\$100
Organochlorine Pesticides (requires soxhlet extraction)	EPA 8081A/B LL	\$205
Organochlorine Pesticides by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$300
PCBs (Aroclors) (requires soxhlet extraction)	EPA 8082/A	\$120
PCB Congeners (Eurofins list of 41 Congeners) by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$420
PCB Congeners – Extended List by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$470
Polynuclear Aromatic Hydrocarbons by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$250
Semivolatile Organics - Extended SIM List (BN&As)	EPA 8270C/D/E (M) SIM	\$370
Pyrethroids by GC/TQ (requires soxhlet extraction)	EPA 8270D (M) TQ	\$395
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	\$420
Tributyltin	Krone et al. (GC/MS)	\$215
Metals: As, Cd, Cr, Cu, Pb, Ni, Se, Ag, Zn	EPA 6020/B or 6010B/D	\$185
Mercury	EPA 7471A/B	\$45
Lipids **	SOP M489	\$70
Preparations & Clean-ups		
Silica Gel Cleanup (2 gram column)	EPA 3630C (M)	\$35
Sulfur Cleanup	EPA 3660B	\$35
Bivalve Shucking		By quote
Fish fileting (skin on or off)		\$85
Sample Compositing		\$15
Sample Homogenization (clams, worms, or whole fish)		\$45
Pore Water Preparation	Centrifugation	By quote

Samples are subject to additional fees for tissue preparation (e.g. shucking, dissections), homogenization, compositing, and/or GPC or other cleanup. Adequate sample volume must be received; please consults with our Project Manager prior to sampling. The standard turnaround time for tissue analysis is 15-25 working days depending upon the methods required.

** Unit rate assumes that Lipids is analyzed along with organics; stand alone rate is \$90

Fees For Certified Reference Material (CRM) or Standard Material (SRM) include the cost of the material plus analytical fee, as listed herein.

Client specified Duplicates and MS/MSD's will be charged as a separate analytical run if less than 10 samples are received per log-in. SRM's, if requested, will be charged as a separate analytical cost in addition to the actual cost of purchasing the SRM. Please provide at least 6 weeks' notice to your Project Manager prior to sample arrival in order for the lab to purchase the SRM; availability cannot be guaranteed. Fees For Certified Reference Material (CRM) or Standard Material (SRM) include the cost of the material plus analytical fee, as listed herein.

Please be aware that detection limits may change over time. Please request updated detection limits prior to sample submission.

In the event that Eurofins discontinues an analytical method, we will attempt to locate a subcontract lab with the specified certifications and a comparable rate. However the listed rate and turnaround time cannot be guaranteed.

One dilution is included in Volatile Organic Compound analysis runs; Each subsequent dilution will be charged at 50% the analytical cost.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	JHA Environmental Inc.

Classification	Hourly Rate
Certified Programmer	\$240.00
Program Manager/Principal	\$170.00
Project Manager III	\$150.00
Project Manager II	\$140.00
Project Manager I	\$135.00
Engineer/Geologist V	\$140.00
Engineer/Geologist IV	\$130.00
Engineer/Geologist III	\$120.00
Engineer/Geologist II	\$110.00
Engineer/Geologist I	\$95.00
Remediation Manager IV	\$140.00
Remediation Manager III	\$135.00
Remediation Manager II	\$125.00
Remediation Manager I	\$115.00
Technician IV	\$110.00
Technician III	\$105.00
Technician II	\$95.00
Technician I (Travel Time)	\$55.00
Database Manager II	\$105.00
Database Manager I	\$85.00
Administration II	\$75.00
Administration I	\$60.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Multi W Systems, Inc

Classification	Hourly Rate
Laborer	\$90
Laborer Group 4	\$140-prevailing wage

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Oakridge Landscape

Classification	Hourly Rate
Craft Landscape Maintenance Laborer sections 1770,1773 and 1773.1	\$52.00
Craft Landscape Operating Engineer Sections 1770, 1773 and 1773.1	173.00
Craft Laborer and related Classifications Sections 1770, 1773, 1773.1	160.00
Project Manager NOT on job site	110.00
Super Intendent NOT Working on job site	85.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Physis Environmental

Classification	Hourly Rate Contract Years 2024-2026	Hourly Rate Renewal Years 2027-2028
Lab Director/ Manager	\$ 124.00	\$ 133.00
Project Manager	\$ 104.00	\$ 112.00
Supervising Chemist	\$ 99.00	\$ 106.00
Technicians	\$ 44.00	\$ 47.00
Clerical Staff	\$ 39.00	\$ 42.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Physis Environmental

Elements	Analyte	Matrix	Method	MDL	RL	Units	2024	2025	2026	2027	2028
							Cost**	Cost**	Cost**	Cost**	Cost**
Trace Metals -Total and Dissolved *	-Total and Dissolved	Water	EPA 200.8	0.007 - 0.05	0.02 - 0.159	µg/L	\$ 225	\$ 225	\$ 225	\$ 242	\$ 242
		Water/Seawater	EPA 1640	0.0025 - 0.025	0.01 - 6.00	µg/L	\$ 475	\$ 475	\$ 475	\$ 511	\$ 511
		Sed/Tissue	EPA 6020	0.0012 - 0.01	0.005 - 0.02	µg/g	\$ 225	\$ 225	\$ 225	\$ 242	\$ 242
Trace Mercury - Total and Dissolved	-Total and Dissolved	Water/Seawater	EPA 243.7	0.01	0.02	µg/L	\$ 115	\$ 115	\$ 115	\$ 124	\$ 124
		Water/Seawater	EPA 1631E	0.0005	0.001	µg/L	\$ 150	\$ 150	\$ 150	\$ 161	\$ 161
		Sed/Tissue	EPA 243.7	0.01	0.02	µg/g	\$ 70	\$ 70	\$ 70	\$ 75	\$ 75
Major Cations	Water		EPA 200.8	0.05 - 0.10	5.00 - 10.00	mg/L	\$ 80	\$ 80	\$ 80	\$ 86	\$ 86
	Sed/Tissue		EPA 6020	1.00	5.00 - 10.00	µg/g	\$ 80	\$ 80	\$ 80	\$ 86	\$ 86
* Lower EPA 200.8 DLs available on certain elements (e.g., Cd, Cr, Cu, Ni, Pb, Zn...)											
Trace Organochlorine Pesticides and PCB Congeners	Water		EPA 823.1	1	5	ng/L	\$ 255	\$ 255	\$ 255	\$ 274	\$ 274
	Sed/Tissue		EPA 8270E	0.25	0.5	ng/g	\$ 255	\$ 255	\$ 255	\$ 274	\$ 274
Trace Organochlorine Pesticides and PCB Congeners (Ultra Low)	Water		EPA 823.1	0.1	0.5	ng/L	\$ 305	\$ 305	\$ 305	\$ 328	\$ 328
	Sed/Tissue		EPA 8270E	0.025	0.05	ng/g	\$ 305	\$ 305	\$ 305	\$ 328	\$ 328
Toxaphene	Water		EPA 823.1 (NCI)	10	50	ng/L	\$ 205	\$ 205	\$ 205	\$ 220	\$ 220
	Sed/Tissue		EPA 8270E (NCI)	10	50	ng/g	\$ 205	\$ 205	\$ 205	\$ 220	\$ 220
Toxaphene (Ultra Low)	Water		EPA 823.1 (NCI)	1	5	ng/L	\$ 255	\$ 255	\$ 255	\$ 274	\$ 274
	Sed/Tissue		EPA 8270E (NCI)	1	5	ng/g	\$ 255	\$ 255	\$ 255	\$ 274	\$ 274
Toxaphene Parlers	Water		EPA 823.1 (NCI)	0.05	0.25	ng/L	\$ 675	\$ 675	\$ 675	\$ 726	\$ 726
	Sed/Tissue		EPA 8270E (NCI)	0.05	0.25	ng/g	\$ 675	\$ 675	\$ 675	\$ 726	\$ 726
Trace PBDE Congeners	Water		EPA 823.1 (NCI)	1	5	ng/L	\$ 255	\$ 255	\$ 255	\$ 274	\$ 274
	Sed/Tissue		EPA 8270E (NCI)	0.05	0.1	ng/g	\$ 255	\$ 255	\$ 255	\$ 274	\$ 274
Trace PBDE Congeners (Ultra Low)	Water		EPA 823.1 (NCI)	0.1	0.5	ng/L	\$ 305	\$ 305	\$ 305	\$ 328	\$ 328
	Sed/Tissue		EPA 8270E (NCI)	0.005	0.01	ng/g	\$ 305	\$ 305	\$ 305	\$ 328	\$ 328
Trace 2,3,7,8-TCDD Presence-Absence	Water		EPA 823.1 (scan)	1	5	ng/L	\$ 295	\$ 295	\$ 295	\$ 317	\$ 317
	Sed/Tissue		EPA 8270E (scan)	1	5	ng/g	\$ 295	\$ 295	\$ 295	\$ 317	\$ 317
Trace Pyrethroid Pesticides	Water		EPA 823.1 (NCI)	0.3 - 4	2 - 4	ng/L	\$ 255	\$ 255	\$ 255	\$ 274	\$ 274
	Sed/Tissue		EPA 8270E (NCI)	0.25	0.5	ng/g	\$ 255	\$ 255	\$ 255	\$ 274	\$ 274
Trace Pyrethroid Pesticides (Ultra Low)	Water		EPA 823.1 (NCI)	0.03 - 0.4	0.2 - 0.4	ng/L	\$ 305	\$ 305	\$ 305	\$ 328	\$ 328
	Sed/Tissue		EPA 8270E (NCI)	0.025	0.05	ng/g	\$ 305	\$ 305	\$ 305	\$ 328	\$ 328
Trace Fipronil & Degradants	Water		EPA 823.1 (NCI)	0.5	2	ng/L	\$ 235	\$ 235	\$ 235	\$ 253	\$ 253
	Sed/Tissue		EPA 8270E (NCI)	0.25	0.5	ng/g	\$ 235	\$ 235	\$ 235	\$ 253	\$ 253
Trace Fipronil & Degradants (Ultra Low)	Water		EPA 823.1 (NCI)	0.05	0.1	ng/L	\$ 285	\$ 285	\$ 285	\$ 306	\$ 306
	Sed/Tissue		EPA 8270E (NCI)	0.025	0.02	ng/g	\$ 285	\$ 285	\$ 285	\$ 306	\$ 306
Trace Neonicotinoid Pesticides	Water		EPA 823.1 (NCI)	2 - 10	4 - 20	ng/L	\$ 235	\$ 235	\$ 235	\$ 253	\$ 253
	Sed/Tissue		EPA 8270E (NCI)	0.25	0.5	ng/g	\$ 235	\$ 235	\$ 235	\$ 253	\$ 253
Trace Neonicotinoid Pesticides (Ultra Low)	Water		EPA 823.1 (NCI)	0.2 - 1	0.4 - 2	ng/L	\$ 285	\$ 285	\$ 285	\$ 306	\$ 306
	Sed/Tissue		EPA 8270E (NCI)	0.025	0.05	ng/g	\$ 285	\$ 285	\$ 285	\$ 306	\$ 306
Trace Organophosphorus Pesticides	Water		EPA 823.1	0.5 - 5	1 - 10	ng/L	\$ 255	\$ 255	\$ 255	\$ 274	\$ 274
	Sed/Tissue		EPA 8270E	0.5 - 5	1 - 10	ng/g	\$ 255	\$ 255	\$ 255	\$ 274	\$ 274
Trace Organophosphorus Pesticides (Ultra Low)	Water		EPA 823.1	0.05 - 0.5	0.1 - 1	ng/L	\$ 305	\$ 305	\$ 305	\$ 328	\$ 328
	Sed/Tissue		EPA 8270E	0.05 - 0.5	0.1 - 1	ng/g	\$ 305	\$ 305	\$ 305	\$ 328	\$ 328
Trace Triazine Pesticides	Water		EPA 823.1	5	10	ng/L	\$ 235	\$ 235	\$ 235	\$ 253	\$ 253
	Sed/Tissue		EPA 8270E	5	10	ng/g	\$ 235	\$ 235	\$ 235	\$ 253	\$ 253
Trace Fecal Steroids & Stanols	Water		EPA 823.1	5	10	ng/L	\$ 235	\$ 235	\$ 235	\$ 253	\$ 253
	Sed/Tissue		EPA 8270E	5	10	ng/g	\$ 235	\$ 235	\$ 235	\$ 253	\$ 253
Trace Polynuclear Aromatic Hydrocarbons	Water		EPA 823.1	1	5	ng/L	\$ 255	\$ 255	\$ 255	\$ 274	\$ 274
	Sed/Tissue		EPA 8270E	0.2	0.5	ng/g	\$ 255	\$ 255	\$ 255	\$ 274	\$ 274
Trace Base/Neutral/Acid Extractables including Phthalates	Water		EPA 823.1	1 - 100	5 - 200	ng/L	\$ 375	\$ 375	\$ 375	\$ 403	\$ 403
	Sed/Tissue		EPA 8270E	1 - 100	5 - 200	ng/g	\$ 375	\$ 375	\$ 375	\$ 403	\$ 403
Trace Base/Neutral Extractables	Water		EPA 823.1	1 - 50	5 - 100	ng/L	\$ 235	\$ 235	\$ 235	\$ 253	\$ 253
	Sed/Tissue		EPA 8270E	1 - 50	5 - 100	ng/g	\$ 235	\$ 235	\$ 235	\$ 253	\$ 253
Trace Acid Extractables	Water		EPA 823.1	5 - 100	10 - 200	ng/L	\$ 195	\$ 195	\$ 195	\$ 210	\$ 210
	Sed/Tissue		EPA 8270E	5 - 100	10 - 200	ng/g	\$ 195	\$ 195	\$ 195	\$ 210	\$ 210
Trace Phthalates	Water		EPA 823.1	10	20	ng/L	\$ 195	\$ 195	\$ 195	\$ 210	\$ 210
	Sed/Tissue		EPA 8270E	10	20	ng/g	\$ 195	\$ 195	\$ 195	\$ 210	\$ 210
Trace Organotins	Water		Krone et al., 1989	1	3	ng/L	\$ 235	\$ 235	\$ 235	\$ 253	\$ 253
	Sed/Tissue		Krone et al., 1989	1	3	ng/g	\$ 235	\$ 235	\$ 235	\$ 253	\$ 253
Trace Caffeine	Water		EPA 823.1	10	50	ng/L	\$ 175	\$ 175	\$ 175	\$ 188	\$ 188
	Sed/Tissue		EPA 8270E	10	50	ng/g	\$ 175	\$ 175	\$ 175	\$ 188	\$ 188
Trace PFOA and PFOS Compounds [2]	Water		EPA 1633	0.55 - 0.64	1.65 - 1.92	ng/L	\$ 225	\$ 225	\$ 225	\$ 242	\$ 242
	Sed/Tissue		EPA 1633	0.2	1	ng/g	\$ 225	\$ 225	\$ 225	\$ 242	\$ 242
Trace PFAS Compounds (Suite up to 40 com)	Water		EPA 1633	0.32 - 9.92	0.96 - 29.76	ng/L	\$ 275	\$ 275	\$ 275	\$ 296	\$ 296
	Sed/Tissue		EPA 1633	0.2	1	ng/g	\$ 275	\$ 275	\$ 275	\$ 296	\$ 296
Trace GPPD-Q Rubber Tire Antidegradant	Water		EPA 823.1.1	0.5 - 1	1 - 5	ng/L	\$ 175	\$ 175	\$ 175	\$ 188	\$ 188
	Sed/Tissue		EPA 823.1.1	0.5 - 1	1 - 5	ng/g	\$ 175	\$ 175	\$ 175	\$ 188	\$ 188
Percent Solids	Tissues		SM 2540 B	0.1	0.1	Percentage	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Tissues		Greavimetric	0.01	0.05	Percentage	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
*Base/Neutral - \$195 when done with Polynuclear Aromatic Hydrocarbons.											
*Acid Extractables - \$95 when done with Polynuclear Aromatic Hydrocarbons.											
*Phthalates - \$95 when done with Polynuclear Aromatic Hydrocarbons.											
*Toxaphene - \$70 when done with Organochlorine Pesticides.											
*Toxaphene (Ultra Low) - \$115 when done with Organochlorine Pesticides.											

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Physis Environmental

	Analyte	Matrix	Method	MDL	RL	Units	Cost**	Cost**	Cost**	Cost**	Cost**
Nutrients in Freshwater	Ammonia	Water	SM 4500-NH3 D	0.007	0.03	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Nitrate	Water	SM4500NO2E/EPA300	0.01	0.02/0.05	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Nitrite	Water	SM4500NO2B/EPA300	0.01	0.02/0.05	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Total Kjeldahl Nitrogen	Water	EPA 351.2	0.052	0.4	mg/L	\$ 55	\$ 55	\$ 55	\$ 59	\$ 59
	Total Nitrogen - by Calculation					client calc.	client calc.	client calc.	client calc.	client calc.	client calc.
	Total Nitrogen - by Direct Combustion	Water	SM 5310 B	0.14	0.2	mg/L	\$ 55	\$ 55	\$ 55	\$ 59	\$ 59
	Total Orthophosphate (as P)	Water	SM 4500-P E	0.01	0.02	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Total Suspended Solids	Water	SM 2540-D	0.5	1	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Total Dissolved Solids	Water	SM 2430 C	0.1	2	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Ammonia	Water	SM 4500-NH3 D	0.007	0.03	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
Nutrients in Sewewater	Nitrate	Sewewater	SM4500NO2E	0.01	0.02	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Nitrite	Sewewater	SM4500NO2E	0.01	0.02	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Total Kjeldahl Nitrogen	Water	EPA 351.2	0.052	0.4	mg/L	\$ 55	\$ 55	\$ 55	\$ 59	\$ 59
	Total Nitrogen - by Calculation					client calc.	client calc.	client calc.	client calc.	client calc.	client calc.
	Total Nitrogen - by Direct Combustion	Sewewater	SM 5310 B	0.14	0.2	mg/L	\$ 55	\$ 55	\$ 55	\$ 59	\$ 59
	Dissolved Nitrogen - by Direct Combustion	Sewewater	SM 5310 B	0.14	0.2	mg/L	\$ 60	\$ 60	\$ 60	\$ 65	\$ 65
	Total Phosphorus	Sewewater	SM 4500-P E	0.016	0.03	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Dissolved Phosphorus	Sewewater	SM 4500-P E	0.016	0.03	mg/L	\$ 60	\$ 60	\$ 60	\$ 65	\$ 65
	Total Orthophosphate (as P)	Sewewater	SM 4500-P E	0.01	0.02	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Dissolved Orthophosphate (as P)	Sewewater	SM 4500-P E	0.01	0.02	mg/L	\$ 50	\$ 50	\$ 50	\$ 54	\$ 54
Sediment	Total Phosphorus	Sediment	EPA 6020	0.016	0.05	mg/dry kg	\$ 45	\$ 45	\$ 45	\$ 48	\$ 48
	Total Nitrogen	Sediment	EPA 9060	0.01	0.01	% Dry Weight	\$ 65	\$ 65	\$ 65	\$ 70	\$ 70
	Acid Volatile Sulfides	Sediment	Plumb, 1981 and TERL	0.05	0.1	mg/dry kg	\$ 95	\$ 95	\$ 95	\$ 102	\$ 102
	Algal Biomass by Ash-free Dry Weight	Water	SM 10300 C D	0.01	0.05	g/m2	\$ 85	\$ 85	\$ 85	\$ 91	\$ 91
	Chloride	Filter	SM 10300 C D	0.01	0.05	g/m2	\$ 70	\$ 70	\$ 70	\$ 75	\$ 75
	Chlorophyll-a	Water	SM 10300 H	1	2	mg/m3	\$ 85	\$ 85	\$ 85	\$ 91	\$ 91
	Chromium +6	Filter	SM 10200 H	1	2	mg/m3	\$ 70	\$ 70	\$ 70	\$ 75	\$ 75
	Conductivity	Water	SM 3500-Cr B	0.005	0.01	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Dissolved Organic Carbon	Sediment	SM 3500-Cr B	0.05	0.1	mg/wet kg	\$ 55	\$ 55	\$ 55	\$ 59	\$ 59
	Dissolved Sulfides	Water	SM 2510 B	1	1	µs/cm	\$ 15	\$ 15	\$ 15	\$ 16	\$ 16
Conventional	Dissolved Organic Carbon	Water	SM 5310 B	0.14	0.2	mg/L	\$ 60	\$ 60	\$ 60	\$ 65	\$ 65
	Fluoride	Sediment	Plumb, 1981 and TERL	0.2	0.4	mg/dry kg	\$ 60	\$ 60	\$ 60	\$ 65	\$ 65
	MBS	Water	SM 5540 C	0.005	0.025	mg/L	\$ 60	\$ 60	\$ 60	\$ 65	\$ 65
	Oil & Grease	Water	EPA 1664	1	1	mg/L	\$ 85	\$ 85	\$ 85	\$ 91	\$ 91
	Particle Size Distribution	Water	SM 2560 D	0.05	0.05	%	\$ 150	\$ 150	\$ 150	\$ 161	\$ 161
	pH	Sediment	SM 2560 D	0.05	0.05	%	\$ 150	\$ 150	\$ 150	\$ 161	\$ 161
	Residual Chlorine	Water	SM 4500 H+	0.1	0.1	pH Units	\$ 15	\$ 15	\$ 15	\$ 16	\$ 16
	Settleable Solids	Water	SM 4500 H+	0.1	0.1	pH Units	\$ 15	\$ 15	\$ 15	\$ 16	\$ 16
	Sulfate	Water	SM 4500 H+	0.1	0.1	pH Units	\$ 15	\$ 15	\$ 15	\$ 16	\$ 16
	Suspended Sediment Concentration	Water	SM 2540-F	0.006	0.012	mg/L	\$ 60	\$ 60	\$ 60	\$ 65	\$ 65
Support	Total Alkalinity	Water	SM 2540-F	0.1	0.2	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Total Dissolved Solids	Water	EPA 300-D	0.01	0.05	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Total Hardness	Water	ASTM D3977-97B	0.5	0.5	mg/L	\$ 65	\$ 65	\$ 65	\$ 70	\$ 70
	Total Organic Carbon	Water	ASTM D3977-97C	0.5	0.5	mg/L	\$ 125	\$ 125	\$ 125	\$ 134	\$ 134
	Total Sulfides	Water	SM 2320 B	1	1	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Total Suspended Solids	Water	SM 2430 C	0.1	2	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Total Volatile Solids	Water	SM 2340 B	0.1	0.5	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	TRPH	Water	SM 5310 B	0.14	0.2	mg/L	\$ 55	\$ 55	\$ 55	\$ 59	\$ 59
	Turbidity	Sediment	EPA 9060	0.01	0.01	%	\$ 95	\$ 95	\$ 95	\$ 102	\$ 102
	Volatile Suspended Solids	Water	Plumb, 1981 and TERL	0.2	0.4	mg/dry kg	\$ 60	\$ 60	\$ 60	\$ 65	\$ 65
Rush	Total Suspended Solids	Water	SM 2540-D	0.5	1	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	Total Volatile Solids	Water	EPA 160.4	0.1	0.1	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38
	TRPH	Water	EPA 1664	1	5	mg/L	\$ 85	\$ 85	\$ 85	\$ 91	\$ 91
	Turbidity	Water	EPA 180.1	0.02	0.02	NTU	\$ 20	\$ 20	\$ 20	\$ 22	\$ 22
	Volatile Suspended Solids	Water	EPA 160.4	0.1	0.5	mg/L	\$ 35	\$ 35	\$ 35	\$ 38	\$ 38

	Services	2024	2025	2025	2026	2027
		Cost**	Cost**	Cost**	Cost**	Cost**
Support	Sample Pickup during Business Hours (per hour RT)	\$ 75	\$ 75	\$ 75	\$ 81	\$ 81
	Sample Pickup during After Hours (per hour RT)	\$ 110	\$ 110	\$ 110	\$ 118	\$ 118
	Custom EDD (SWAMP, CEDEN)	\$ 75	\$ 75	\$ 75	\$ 81	\$ 81
	Filtering (per hour)	\$ 100	\$ 100	\$ 100	\$ 108	\$ 108
	Multiple Fraction Sieving (per hour)	\$ 100	\$ 100	\$ 100	\$ 108	\$ 108
	Sediment Sieving (per hour)	\$ 100	\$ 100	\$ 100	\$ 108	\$ 108
	Multiple Fraction Sieving (per hour)	\$ 100	\$ 100	\$ 100	\$ 108	\$ 108
Tissue Dissection and/or Homogenization** Tissue	\$ 65	\$ 65	\$ 65	\$ 70	\$ 70	

	Services	2024	2025	2025	2026	2027
		Cost**	Cost**	Cost**	Cost**	Cost**
Rush	Surcharge for Same Day Turnaround Time (400%)	400%	400%	400%	400%	400%
	Surcharge for Turnaround Time of 1 Full Business Day (300%)	300%	300%	300%	300%	300%
	Surcharge for Turnaround Time of 2 Full Business Days (200%)	200%	200%	200%	200%	200%
	Surcharge for Turnaround Time of 3 Full Business Days (100%)	100%	100%	100%	100%	100%
	Surcharge for Turnaround Time of 4 Full Business Days (90%)	90%	90%	90%	90%	90%

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Physis Environmental

Surcharge for Turnaround Time of 5 Full Business Days (80%)	80%	80%	80%	80%	80%
Surcharge for Turnaround Time of 6 Full Business Days (60%)	60%	60%	60%	60%	60%
Surcharge for Turnaround Time of 7 Full Business Days (50%)	50%	50%	50%	50%	50%
Surcharge for Turnaround Time of 8 Full Business Days (40%)	40%	40%	40%	40%	40%
Surcharge for Turnaround Time of 9 Full Business Days (30%)	30%	30%	30%	30%	30%
Surcharge for Turnaround Time of 10 Full Business Days (20%)	20%	20%	20%	20%	20%
Surcharge for Turnaround Time of 11 to 12 Full Business Days (10%)	10%	10%	10%	10%	10%

**Per sample rate, unless noted differently in parentheses, e.g., (per hour).

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm: CEC	Pureflow: California Environmental Controls, Inc.

Classification	Hourly Rate
Field Engineer, Regular Time & Travel	\$175.00
Field Engineer, Overtime Rate	\$225.00
Field Engineer, Weekend Rate	\$275.00
Field Engineer, Holiday Rate	\$325.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Solitude Lake Management

Classification	Hourly Rate
Staff	\$250-prevailing wage

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Stover Seed Company

Classification	Hourly Rate
Project Manager	\$155.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	TESCO CONTROLS, LLC

Classification	Hourly Rate
Project Engineer	\$235
Senior Project Engineer	\$245
Project Manager	\$270
Senior Project Manager	\$275
PLC Applications Programmer	\$245
Senior PLC Applications Programmer	\$255
SCADA Applications Programmer	\$245
Senior SCADA Applications Programmer	\$255
Field Service Engineer/Specialist	\$245
Senior Field Service Engineer	\$255
Network/Communications Engineer	\$280
Senior System Architect	\$290

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	United Storm Water

EQUIPMENT- OPERATOR INCLUDED	TRAVEL TIME NOT INCLUDED IN RATES (INVOICED ROUND TRIP)			TRAVEL TIME INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)		
	STANDARD STRAIGHT TIME	STANDARD OVER- TIME	STANDARD HOLIDAY TIME	PREV. WAGE STRAIGHT TIME	PREV. WAGE OVER- TIME	PREV. WAGE DOUBLE TIME/ HOLIDAY
Vacuum Truck, 50 BBLs Mild Steel	\$144.00	\$176.00	\$208.00	\$295.00	\$369.00	\$450.00
Vacuum Truck, 50 BBLs Stainless Steel	\$146.00	\$178.00	\$210.00	\$298.00	\$372.00	\$453.00
Vacuum Truck, 70 BBLs Stainless Steel	\$153.00	\$185.00	\$217.00	\$307.00	\$381.00	\$463.00
Vacuum Truck, 120 BBLs Fiberglass Lined	\$194.00	\$226.00	\$258.00	\$364.00	\$438.00	\$519.00
Vacuum Truck, 120 BBLs Mild Steel	\$146.00	\$178.00	\$210.00	\$298.00	\$372.00	\$453.00
Vacuum Truck, 120 BBLs Stainless Steel	\$153.00	\$185.00	\$217.00	\$307.00	\$381.00	\$463.00
Vacuum Truck, 142 BBLs 3- Compartment Stainless Steel	\$194.00	\$226.00	\$258.00	\$364.00	\$438.00	\$519.00
Combo Vactor/Jetter Truck	\$277.00	\$309.00	\$341.00	\$478.00	\$552.00	\$633.00
Combo Vactor/Jetter Truck- Water Recycling	\$350.00	\$382.00	\$414.00	\$578.00	\$652.00	\$733.00
Vactor/Guzzler	\$258.00	\$290.00	\$322.00	\$452.00	\$526.00	\$607.00
Vactor/Guzzler- High Rail	\$271.00	\$303.00	\$335.00	\$469.00	\$543.00	\$625.00
Vactron With Onboard Pressure Washer	\$145.00	\$177.00	\$209.00	\$283.00	\$348.00	\$423.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:			NV5, Inc.			
Subconsultant Firm:			United Storm Water			
EQUIPMENT- OPERATOR INCLUDED	TRAVEL TIME NOT INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)			TRAVEL TIME INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)		
	STANDARD STRAIGHT TIME	STANDARD OVER- TIME	STANDARD HOLIDAY TIME	PREV. WAGE STRAIGHT TIME	PREV. WAGE OVER- TIME	PREV. WAGE DOUBLE TIME/ HOLIDAY
Mini-Me (Low Profile Vac Truck)	\$149.00	\$181.00	\$213.00	\$289.00	\$354.00	\$428.00
Backhoe/Cat 950 Loader Transport	\$191.00	\$223.00	\$255.00	\$359.00	\$433.00	\$515.00
Cushion Truck	\$177.00	\$209.00	\$241.00	\$327.00	\$392.00	\$467.00
Drop Deck- 48 Foot	\$149.00	\$181.00	\$213.00	\$285.00	\$349.00	\$422.00
Dump Truck, 2-Axle	\$144.00	\$176.00	\$208.00	\$278.00	\$342.00	\$415.00
Enclosed Van- 28 Foot w/Liftgate	\$136.00	\$168.00	\$200.00	\$267.00	\$331.00	\$404.00
Enclosed Van- 45 to 48 Foot	\$149.00	\$181.00	\$213.00	\$285.00	\$349.00	\$422.00
Enclosed Van- 53 Foot w/Liftgate	\$150.00	\$182.00	\$214.00	\$286.00	\$350.00	\$423.00
End Dump Truck	\$155.00	\$187.00	\$219.00	\$293.00	\$357.00	\$430.00
Roll-Off Truck	\$149.00	\$181.00	\$213.00	\$215.00	\$259.00	\$312.00
Roll-Off Truck (Rocket Launcher)	\$154.00	\$186.00	\$218.00	\$222.00	\$266.00	\$319.00
Roll-Off Truck & Trailer (Tandem)	\$154.00	\$186.00	\$218.00	\$222.00	\$266.00	\$319.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:		NV5, Inc.				
Subconsultant Firm:		United Storm Water				
EQUIPMENT-OPERATOR INCLUDED	TRAVEL TIME NOT INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)			TRAVEL TIME INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)		
	STANDARD STRAIGHT TIME	STANDARD OVER-TIME	STANDARD HOLIDAY TIME	PREV. WAGE STRAIGHT TIME	PREV. WAGE OVER-TIME	PREV. WAGE DOUBLE TIME/HOLIDAY
Tractor for Spill Response Trailer (Mobe & Demobe)	\$140.00	\$172.00	\$204.00	\$272.00	\$336.00	\$410.00
Tractor, 3-Axle	\$136.00	\$168.00	\$200.00	\$267.00	\$331.00	\$404.00
Water Truck (1,500 gal)	\$145.00	\$177.00	\$209.00	\$279.00	\$343.00	\$417.00
Overnight Demurrage on Vacuum Tanker	\$318.00/day					
Overnight Demurrage on End Dump or Dry Van	\$106.00/day					

EQUIPMENT-OPERATOR NOT INCLUDED	RATE	UNIT
Biowaste Trailer	\$ 255.00	day
Company Auto	\$ 35.00	hr
Trailer- Cargo Trailer (12 Foot)	\$ 27.00	hr
Trailer- Incident Command Center Trailer (36 Foot)	\$ 1,042.00	day
Trailer- Incident Response Trailer (50 Foot)	\$ 1,158.00	day
Pick-Up Truck	\$ 41.00	hr
Stakebed Truck W/Liftgate	\$ 62.00	hr
Utility Truck (E.R.)	\$ 72.00	hr
Bobcat Loader With Trailer	\$ 118.00	hr
Bobcat Loader Auger Attachment	\$ 149.00	day
Bobcat Loader Breaker Attachment	\$ 239.00	day
Bobcat Loader Grappler Attachment	\$ 149.00	day
Bobcat Loader Sweeper Attachment	\$ 149.00	day
Excavator- Mini Excavator With Trailer	\$ 103.00	hr
Forklift With Trailer (4000 thru 6000 lb. Capacity)	\$ 350.00	day

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	United Storm Water

PERSONNEL	TRAVEL TIME NOT INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)			TRAVEL TIME INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)		
	STANDARD STRAIGHT TIME	STANDARD OVER-TIME	STANDARD HOLIDAY TIME	PREV. WAGE STRAIGHT TIME	PREV. WAGE OVER-TIME	PREV. WAGE DOUBLE TIME/HOLIDAY
Administrative Clerk	\$52.00	\$77.00	\$102.00	\$52.00	\$77.00	\$102.00
Confined Space Rescue Specialist	\$114.00	\$139.00	\$164.00	\$241.00	\$296.00	\$361.00
Chemist	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%
Environmental Safety Coordinator	\$97.00	\$122.00	\$147.00	\$217.00	\$273.00	\$337.00
Equipment Operator	\$91.00	\$116.00	\$141.00	\$222.00	\$286.00	\$358.00
Industrial Hygienist	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%
Project Manager	\$97.00	\$122.00	\$147.00	\$217.00	\$273.00	\$337.00
Supervisor	\$82.00	\$107.00	\$132.00	\$197.00	\$252.00	\$317.00
Technician	\$66.00	\$91.00	\$116.00	\$175.00	\$230.00	\$295.00
Subsistence: No Layover (8-Hour Period)	\$24.00/meal					
Subsistence: With Layover	\$313.00/man					

SUPPORT EQUIPMENT	RATE	UNIT
Dustless Bead Blaster, Walk Behind (Media Not Included)	\$ 97.00	hr
Hydroblaster (10,000 psi)	\$ 91.00	hr
Hydro-Dig Attachment	\$ 255.00	day
Hydrotech High Pressure Wash Unit (Applies up to 8 Hours)	\$ 78.00	hr
Hydrotech High Pressure Wash Unit (Applies over 8 Hours)	\$ 688.00	day
Jetter Unit, Towable (4000 psi) (Applies up to 8 Hours)	\$ 91.00	hr
Jetter Unit, Towable (4000 psi) (Applies over 8 Hours)	\$ 804.00	day
Mercury Vacuum	\$ 255.00	day
Mercury Vacuum, HEPA Filter	\$ 192.00	ea
Pressure Washer- Cold Water (2500-3000 psi)	\$ 477.00	day
Pressure Washer- Hot Water (3600 psi)	\$ 477.00	day
Steam Cleaner	\$ 46.00	hr
Wet Dry Vacuum (16 gal)	\$ 46.00	day

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	United Storm Water

SUPPORT EQUIPMENT	RATE	UNIT
Wet Dry Vacuum, HEPA Filter	\$ 96.00	ea
Hand Auger Kit (Excluding Brass Sleeves)	\$ 192.00	day
Brass Sample Sleeve	\$ 46.00	ea
Concrete Coring Machine (6" Max. Diameter)	\$ 192.00	day
Draeger Tester Pump	\$ 41.00	day
Draeger Test Tubes	\$ 21.00	ea
Hazcat Kit	\$ 224.00	day
Hazcat Test	\$ 73.00	test
Chain Saw (16")	\$ 91.00	day
Concrete Saw (Includes 1 Blade)	\$ 234.00	day
Concrete Saw Additional Blade	\$ 165.00	ea
Cutting Torch	\$ 192.00	day
Gas Cut Off Saw (Includes 1 Blade)	\$ 128.00	day
Gas Cut Off Saw Additional Blades	\$ 58.00	ea
Plasma Cutter	\$ 224.00	day
Sawzall/Skill Saw (Includes 1 Blade)	\$ 65.00	day
Sawzall/Skill Saw Additional Blade	\$ 20.00	ea
Air Blower (Electric)	\$ 117.00	day
Air Blower (Spark Proof)	\$ 192.00	day
Air Gas Monitor (5-Gas)	\$ 116.00	day
Confined Space Gear	\$ 447.00	day/per crew
Cylinder- Bottled Air Cylinder (300 cu. ft.)	\$ 116.00	day
Cylinder- Bottled Air Cylinder Recharge (300 cu. Ft.)	\$ 110.00	ea
Cylinder- Positive Pressure Mask W/Egress & Air Line	\$ 73.00	day
Cylinder- Scott Air Pack Cylinder (Self-Contained 60 Minute)	\$ 154.00	day
Cylinder- Scott Air Pack Cylinder (Extra 60 Minute)	\$ 78.00	day
Hazardous/Acid Suit (Level A)	\$ 288.00	day
Hazardous Suit (Level B)	\$ 110.00	day
PID Gas Monitor	\$ 224.00	day
Lifeline & Safety Harness	\$ 65.00	day
Mercury Vapor Analyzer	\$ 447.00	day
Portable Eyewash	\$ 32.00	day
Pre & Post Lead Exposure Blood Test	\$ 97.00	ea
Tripod Manlift	\$ 58.00	day
Venturi Air Blower (Air Compressor Not Included)	\$ 180.00	day
Arrow Board	\$ 122.00	day
Traffic Cones	\$ 3.00	day/ea

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.	
Subconsultant Firm:	United Storm Water	
SUPPORT EQUIPMENT	RATE	UNIT
Traffic Signs	\$ 12.00	day/ea
Air Compressor (Gas Powered)	\$ 53.00	day
Air Compressor (9.2 CFM)	\$ 180.00	day
Air Compressor (110-150 CFM)	\$ 231.00	day
Air Compressor (375 CFM)	\$ 610.00	day
Bypass Plug (1 1/2" to 4")	\$ 143.00	week
Bypass Plug (4 1/2" to 12")	\$ 180.00	week
Bypass Plug (13" to 24")	\$ 383.00	week
Bypass Plug (25" to 40")	\$ 677.00	week
CCTV Camera- Push Camera	\$ 78.00	hr
Containment Pool	\$ 255.00	day
Drum Header	\$ 34.00	day
Drum Dolly	\$ 27.00	day
Drum Grabber	\$ 65.00	day
Drum Pump (Poly)	\$ 24.00	day
Drum Turner (Hydraulic)	\$ 320.00	day
Drum Vacuum	\$ 128.00	day
Generator (3.6 KW)	\$ 97.00	day
Generator (10 KW)	\$ 128.00	day
Hard Boom	\$ 10.00	day
Hose- Fire Hose (50' L x 2 1/2" Dia.)	\$ 41.00	day
Hose- Discharge Hose (25' L x 3" Dia.)	\$ 52.00	day
Jack Hammer (Electric)	\$ 128.00	day
Jack Hammer (Pneumatic)	\$ 103.00	day
Ladder- 28' Extension	\$ 101.00	day
Ladder- 8' Folding	\$ 46.00	day
Ladder- 32' Folding	\$ 84.00	day
Lighting- Auxiliary Lighting (Excludes Power Source)	\$ 97.00	day/ea
Lighting- Portable Light Plant	\$ 205.00	day
Magnetic Patch- Small	\$ 638.00	day
Magnetic Patch- Large	\$ 1,275.00	day
Miscellaneous Tools (Ropes, Buckets, Wrenches)	\$ 52.00	day
Oil-Water Skimmer	\$ 231.00	day
Pallet Jack	\$ 44.00	day
Pencil Vibrator	\$ 69.00	day
Pump- 1 1/2" Submersible Pump	\$ 97.00	day
Pump- 4" Submersible Pump	\$ 428.00	day

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	United Storm Water

SUPPORT EQUIPMENT	RATE	UNIT
Pump- 3 Inch Trash Pump	\$ 116.00	day
Pump- Wilden M Series Diaphragm Pump	\$ 128.00	day
Rivet Buster/Chipper (Includes 1 bit)	\$ 91.00	day
Rivet Buster/Chipper Extra Bits	\$ 21.00	ea
Roll-About Tool Box (Includes Assorted Tools)	\$ 320.00	day
Rotary Hammer	\$ 103.00	day
Scales- Portable Truck Scales	\$ 339.00	day
Sewer Snake (Electric)	\$ 143.00	hr
Soil Tamper (Gasoline Operated)	\$ 58.00	day
Shovel, Push Broom, Squeegee, or Scraper	\$ 8.00	day
Water Tank, Towable (500 gal)	\$ 180.00	day
Wheelbarrow	\$ 21.00	day

RENTAL EQUIPMENT	RATE	UNIT
Bin Liner- Dewatering Bin Fabric Liner (130 micron)	\$ 204.00	ea
Bin Liner- Roll-Off Bin Plastic Liner	\$ 42.00	ea
Bin Rental- 10 & 15 Yard Roll-Off Bins	\$ 18.00	day
Bin Rental- 20 Yard Dewatering Roll-Off Bins	\$ 58.00	day
Bin Rental- 20 & 40 Yard Roll-Off Bins	\$ 25.00	day
Message Board Rental	\$ 319.00	wk
Ramp Rental	\$ 31.00	pair/day
Ramp Rental- Towable Ramp	\$ 134.00	day
Storage Tank Rental, Skid Mounted (7500-10000 gal.)	\$ 52.00	day

CONSUMABLES	RATE	UNIT
Absorbent (Superfine)	\$ 21.00	bag
Absorbent Sock (2" Dia, ZPG)	\$ 10.00	ft
Absorbent Booms (3" Diameter x 10' Long)	\$ 33.00	ea
Absorbent Pads	\$ 212.00	bale
All Purpose Cleaner (Fabuloso)	\$ 15.00	gal
Bleach	\$ 15.00	gal
Citric Acid	\$ 10.00	lb
Caustic Soda (Bead)	\$ 10.00	lb
Caustic Soda (Flake)	\$ 7.00	lb
Gold Crew	\$ 85.00	gal
Soda Ash	\$ 7.00	lb
Simple Green / Kleen Green	\$ 21.00	gal

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.	
Subconsultant Firm:	United Storm Water	
CONSUMABLES	RATE	UNIT
Sugar	\$ 7.00	lb
Vermiculite	\$ 79.00	bag
Neozyme	\$ 69.00	gal
Cardboard Box-- 4' to 8' Long (For Light Tubes)	\$ 21.00	ea
Cubic Yard Box With Pallet	\$ 125.00	ea
Drum Liner- 55 gal.	\$ 9.00	ea
Fiber Drum- 20 gal. D.O.T. (New)	\$ 121.00	ea
Fiber Drum- 30 gal. D.O.T. (New)	\$ 150.00	ea
Fiber Drum- 55 gal. D.O.T. (New)	\$ 216.00	ea
Fiber Drum- 55 gal. D.O.T. (Reconditioned)	\$ 38.00	ea
Overpack Poly Drum- 95 gal. (New)	\$ 522.00	ea
Overpack Poly Drum- 95 gal. (Reconditioned)	\$ 172.00	ea
Overpack Poly Drum-85 gal. (New)	\$ 406.00	ea
Overpack Poly Drum-85 gal. (Reconditioned)	\$ 157.00	ea
Overpack Steel Drum- 85 gal. (New)	\$ 552.00	ea
Overpack Steel Drum- 85 gal. (Reconditioned)	\$ 165.00	ea
Pail- 5 gal. D.O.T. (With Snap/Screw Lid)	\$ 35.00	ea
Poly Drum Open Top- 15 gal. D.O.T. (New)	\$ 111.00	ea
Poly Drum Closed Top- 15 gal. D.O.T., White (New)	\$ 172.00	ea
Poly Drum Open Top- 30 gal. D.O.T. (New)	\$ 152.00	ea
Poly Drum Open Top- 30-gal. D.O.T. (Reconditioned)	\$ 97.00	ea
Poly Drum Closed Top- 30-gal. D.O.T., White (New)	\$ 93.00	ea
Poly Drum Closed Top- 55 gal. D.O.T. (Reconditioned)	\$ 57.00	ea
Poly Drum Open Top- 55 gal. D.O.T. (New)	\$ 188.00	ea
Poly Drum Open Top- 55-gal. D.O.T. (Reconditioned)	\$ 106.00	ea
Poly Drum Closed Top- 55-gal. D.O.T., Clear (New)	\$ 94.00	ea
Poly Drum Closed Top- 55-gal. D.O.T., White (New)	\$ 177.00	ea
Poly Tote- 275 gal. D.O.T. (New)	\$ 542.00	ea
Sample Jar	\$ 8.00	ea
Sample Tubes (Glass)	\$ 6.00	ea
Steel Drum Open Top- 30 gal. D.O.T. (New)	\$ 218.00	ea
Steel Drum Closed Top- 30 gal. D.O.T. (New)	\$ 174.00	ea
Steel Drum Open Top- 55 gal. D.O.T. (Reconditioned)	\$ 114.00	ea
Steel Drum Open Top- 55 gal. D.O.T. (New)	\$ 244.00	ea
Steel Drum Closed Top- 55 gal. D.O.T. (New)	\$ 244.00	ea
Super Sack	\$ 94.00	ea
Gloves- Rubber Gloves	\$ 9.00	pair

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.	
Subconsultant Firm:	United Storm Water	
CONSUMABLES	RATE	UNIT
Gloves- Viton Gloves (For PCBs)	\$ 349.00	pair
P.P.E. (Gloves, Tyvek, and Respirator)	\$ 66.00	day/person
Rain Gear- Heavy Weight	\$ 42.00	ea
Rain Gear- Light Weight	\$ 40.00	ea
Respirator Cartridge- Dual Half-Face	\$ 33.00	day
Respirator Cartridge- Dual Full-Face	\$ 64.00	ea
Respirator Cartridge- Single	\$ 28.00	ea
Saranex Suit	\$ 74.00	ea
Sigel Suit (Acid Suit)	\$ 75.00	day
Tyvek Suit (White)	\$ 20.00	ea
Tyvek Suit (Poly)	\$ 30.00	ea
Bags- Bio-Waste Bags (30 gal.)	\$ 3.00	ea
Bags- Heavy Duty Plastic Bags	\$ 3.00	ea
Bags- Air Bags	\$ 33.00	ea
Caution Tape (Harris)	\$ 48.00	roll
Cement-Regular (90 lb. Bag)	\$ 18.00	ea
Cement-Ready Mix (60 lb. Bag)	\$ 11.00	ea
Chlor-D-Tect Test Kit	\$ 40.00	ea
Duct Tape	\$ 17.00	roll
Flex Hose- 6" Disposable	\$ 20.00	ft
Flex Hose- 4" Disposable	\$ 6.00	ft
Hudson Sprayer	\$ 59.00	ea
Labels- Hazardous Waste Labels	\$ 3.00	ea
Placards (Aluminum)	\$ 11.00	ea
Plastic Sheeting, 10 mil (Black, 20'W x 100'L)	\$ 293.00	roll
Plastic Sheeting, 4 mil (Clear, 20'W x 100'L)	\$ 103.00	roll
Plastic Sheeting, 6 mil (Clear, 20'W x 100'L)	\$ 178.00	roll
Plastic Sheeting, 10 mil (Clear, 20'W x 100'L)	\$ 293.00	roll
Pump- Disposable Hand Pump	\$ 68.00	ea
Rags (Box)	\$ 93.00	box
Rags (Half Box)	\$ 47.00	half box
Sand Bag	\$ 7.00	ea
Shrink Wrap- 20" Stretch Film	\$ 87.00	roll
Silt Fencing (3'W x 100'L)	\$ 89.00	ea
Silt Fencing (3'W x 300'L)	\$ 265.00	ea
Track Mats	\$ 392.00	ea
Wattle (8.5" Dia. x 25' Long)	\$ 71.00	ea

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	United Storm Water
OUTSIDE SERVICES	RATE
Outside Services	Cost Plus 20%
Disposal Fee	Cost Plus 20%
Washout Fee- Hazardous Waste	Cost Plus 20%
Washout Fee- Non-Hazardous Waste	Cost Plus 20%
Washout Fee- Disposal Facility	Cost Plus 20%
Laboratory Analysis	Cost Plus 20%
United Pumping Profile Charge (Administrative)	\$ 78.00 /ea

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Utility Systems Science & Software

Classification	Hourly Rate
Associate Engineer I	85.00
Associate Engineer II	88.00
Engineer I	125.00
Engineer II	145.00
Engineer III	155.00
Senior Engineer	185.00
Clerical (field)	65.00
Clerical (office)	65.00
Scheduler	125.00
Project Manager	185.00
Electrician	135.00
Electrician Foreman	145.00
Instrument Test Tech	165.00

Time and Material Contracts: US3 will invoice all contract and change order costs on a biweekly basis. Project mobilization or initialization will be (35%); Summaries of actual man-hours charged by employee will be provided to support the invoice totals. Expenses, materials, supplies, reprographic services, equipment, facilities and subcontracts will be invoiced per the conditions stated above.

Lump Sum or Fixed Price Contracts: US3 will invoice all contract and change orders based on an agreed upon percent complete of a predetermined contract price breakdown on a monthly basis.

The predetermined price breakdown categories would include, but not be limited to: project mobilization or initialization (35%); design; engineering; material received and stored on-site or off-site at US3 but not yet installed; documentation, training and startup.

On Time and Material Contracts with a not-to-exceed amount, US3 will notify the Owner/Client upon reaching a predetermined value of the contract so that the Owner/Client can make a contract value adjustment based on the scope-of-work remaining.

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Weck Laboratories, Inc.

Classification	Hourly Rate
-----------------------	--------------------

Price	Parameter	Method	Matrix
ICP Metals (Water)			
Individual Metals - Al, Sb, Ba, Be, B, Cd, Ca, Cr, Co, Cu, Pb, Li,			
\$ 25.00	Mg, Mn, Ni, K, Si, SiO3, Ag, Na, Ti, V, Zn	EPA 200.7/6010B	Water
\$ 37.00	Phosphorus	EPA 200.7/6010B	Water
\$ 37.00	Strontium	EPA 200.7/6010B	Water
\$ 37.00	Tin	EPA 200.7/6010B	Water
\$ 37.00	Titanium	EPA 200.7/6010B	Water
Unit rates do not include digestion fee or sample filtration for dissolved metals.			
ICP/MS Metals (Water)			
Individual Metals - Al, Sb, As, Ba, Be, B, Cd, Ca, Cr, Co, Cu, Fe,			
\$ 25.00	Pb, Mg, Mn, Ni, K, Se, Ag, Na, Ti, V, Zn	EPA 200.8/6020	Water
\$ 37.00	Phosphorus	EPA 200.8/6020	Water
\$ 37.00	Strontium	EPA 200.8/6020	Water
\$ 37.00	Tin	EPA 200.8/6020	Water
\$ 37.00	Titanium	EPA 200.8/6020	Water
\$ 37.00	Uranium	EPA 200.8/6020	Water
Unit rates do not include digestion fee or sample filtration for dissolved metals.			
ICP Metals (Solids)			
Individual Metals - Al, Sb, Ba, Be, B, Cd, Ca, Cr, Co, Cu, Pb, Li,			
\$ 25.00	Mg, Mn, Ni, K, Si, SiO3, Ag, Na, Ti, V, Zn	EPA 6010B	Solid
\$ 37.00	Phosphorus	EPA 6010B	Solid
\$ 37.00	Strontium	EPA 6010B	Solid
\$ 37.00	Tin	EPA 6010B	Solid
\$ 37.00	Titanium	EPA 6010B	Solid
Unit rates do not include digestion fee or sample filtration for dissolved metals.			
ICP/MS Metals (Solids)			
Individual Metals - Al, Sb, Ba, Be, B, Cd, Ca, Cr, Co, Cu, Pb, Li,			
\$ 25.00	Mg, Mn, Ni, K, Ag, Na, Ti, V, Zn	EPA 6020	Solid
\$ 37.00	Phosphorus	EPA 6020	Solid
\$ 37.00	Strontium	EPA 6020	Solid
\$ 37.00	Tin	EPA 6020	Solid
\$ 37.00	Uranium	EPA 6020	Solid
Unit rates do not include digestion fee or sample filtration for dissolved metals.			
Specialty Metals (Waters)			
\$ 250.00	Arsenic speciation (III/V)	EPA 200.8M/LC	Water
Individual Metals: Sb, As, Be, Cd, Cr, Co, Cu, Fe, Pb, Mn, Ni,			
\$ 90.00	Se, Ag, Ti, Pb, V, Zn	EPA 1640	Water
\$ 450.00	1640 - List of 14 Metals	EPA 1640	Water
*Minimum fee for EPA 1640 is \$250 per sample			
Mercury			
\$ 48.00	Mercury	EPA 245.1	Water
\$ 48.00	Mercury	EPA 7470A	Water
\$ 125.00	Mercury, Low-level	EPA 1631E	Water
\$ 48.00	Mercury	EPA 7471A	Solid
Unit rates do not include digestion fee or sample filtration for dissolved metals.			

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Weck Laboratories, Inc.

Price	Parameter	Method	Matrix
	Digestions and Preparations		
	Soluble Threshold Leaching Characteristics (STLC) Waste		
\$ 85.00	Extraction Test (WET)	CA CCR (Title 22)	Solid
\$ 106.00	Toxicity Characteristic Leaching Procedure (TCLP)	EPA 1311	Solid
\$ 37.00	Metals Digestion	EPA 200.2	
\$ 20.00	Sample Filtration for Dissolved Metals		
	Group Metals		
\$ 48.00	Hardness, Calculated from Calcium California Assesment Manual (CAM) 17 Package (Sb, As, Ba,	EPA 200.7/6010B	Water
\$ 260.00	Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Tl, V, Zn) California Assesment Manual (CAM) 17 Package (Sb, As, Ba,	EPA 6010B/7470A	Water
\$ 260.00	Be, Cd, Cr, Co, Cu, Pb, Hg, Mo, Ni, Se, Ag, Tl, V, Zn)	EPA 6010B/7471A	Solid
\$ 260.00	CAM 17 (Includes Hg)	EPA 6020/7471A	Solid
\$ 260.00	CAM 17 (Includes Hg)	EPA 200.8/245.1	Water
\$ 64.00	Cation Exchange Capacity	EPA 9081	Solid
\$ 11.00	Chromium, Trivalent by Calculation	Calculation	Solid
\$ 11.00	Chromium, Trivalent by Calculation	Calculation	Water
\$ 95.00	Langelier index	SM 2330B	Water
\$ 191.00	ICP Scan (See Individual Metals List)	EPA 200.7	Water
\$ 191.00	ICP Scan (See Individual Metals List)	EPA 6010B	Water/Solid
\$ 265.00	ICP/MS Scan (See Individual Metals List)	EPA 200.8	Water
\$ 265.00	ICP/MS Scan (See Individual Metals List)	EPA 6020	Water/Solid
\$ 254.00	Priority Pollutant/CTR (As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se,	EPA 200.8	Water
\$ 148.00	TCLP/RCRA List (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	EPA 6010B	Water/Solid
	Microbiology		
\$ 180.00	Coliform Speciation	WL_Coliform	Water
\$ 40.00	E.Coli - Enumeration Quantitray	9223B	Water
\$ 60.00	E.Coli Coliform by Enumeration	9221F	Water
\$ 90.00	Enterococcus - Enterolert	9230D	Water
\$ 90.00	Enterococcus & Fecal Streptococcus	9230B	Water
\$ 60.00	Fecal Coliform by Enumeration - 3 Dilutions	SM 9221E	Water
\$ 40.00	Fecal Coliform in Wastewater Quantitray	9223B	Water
\$ 75.00	Fecal Coliforms by Enumeration - 3 dilutions	9221EM	Solid
\$ 35.00	Heterotrophic Plate Count	SM 9215B	Water
\$ 35.00	Heterotrophic Plate Count by Sim Plate	SM 9215E	Water
\$ 150.00	Legionella by Legiolert	WL_Legionella	Water
\$ 100.00	Total & Fecal Coliforms by Enumeration - 3 Dilutions	SM 9221B/E	Water
\$ 110.00	Total & Fecal Coliforms by Enumeration - 3 Dilutions	9230B	Solid
\$ 30.00	Total Coliform and E. Coli by P/A Collert	9223B	Water
\$ 40.00	Total Coliform and E. Coli by P/A Colisure	9223B	Water
\$ 40.00	Total Coliform and E.Coli by Enumeration Quantitray	9223B	Water
\$ 75.00	Total Coliforms by Enumeration - 3 Dilutions	9221BM	Solid
\$ 60.00	Total Coliforms by Enumeration - 3 Dilutions	SM 9221B	Water

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Weck Laboratories, Inc.

Price	Parameter	Method	Matrix
	Drinking Water Organics		
\$ 318.00	Dioxin 2378TCDD	EPA 1613B	Water
\$ 371.00	NDMA Low-level	EPA 1625M	Water
\$ 148.00	Organochlorine Pesticides & PCBs	EPA 508.1	Water
\$ 148.00	Polychlorinated Biphenyls	EPA 508.1	Water
\$ 159.00	Chlorinated Acid Herbicides	EPA 515.4	Water
\$ 345.00	NDMA only	EPA 521	Water
\$ 371.00	Nitrosamines	EPA 521	Water
\$ 191.00	1,4-Dioxane	EPA 522	Water
\$ 212.00	1,2,3-Trichloropropane (TCP) - GCMS-SIM	SRL 524M-TCP	Water
\$ 106.00	Epichlorohydrin	EPA 524.2	Water
\$ 106.00	Tertbutyl Alcohol (TBA) - GCMS-SIM	EPA 524.2 SIM	Water
\$ 80.00	Total Trihalomethanes (TTHM)	EPA 524.2	Water
\$ 159.00	Volatile Organic Compounds	EPA 524.2	Water
\$ 318.00	Volatile Organic Compounds - Extended List	EPA 524.2	Water
\$ 148.00	Fumigants (EDB, DBCP)	EPA 524.3	Water
\$ 106.00	Tentatively Identified Compounds (Top 10)	EPA 524.2-TICs	Water
\$ 191.00	Caffeine	EPA 525.2	Water
\$ 127.00	OP Pesticides 507 List	EPA 525.2	Water
\$ 318.00	Polynuclear Aromatics (PNA) & Phthalates	EPA 525.2	Water
\$ 318.00	PNA, Phthalates & 507 Compounds	EPA 525.2	Water
\$ 286.00	Regulated 3 & 507 Compounds	EPA 525.2	Water
\$ 159.00	Regulated 3 Compounds	EPA 525.2	Water
\$ 318.00	Semivolatile Organics - Extended List	EPA 525.2	Water
\$ 159.00	Thiobencarb	EPA 525.2	Water
\$ 191.00	Caffeine	EPA 525.2	Water
\$ 159.00	Cyanazine	EPA 525.2	Water
\$ 318.00	Pentachlorophenol	EPA 525.2	Water
\$ 159.00	Prometon	EPA 525.2	Water
\$ 318.00	Organophosphorus Pesticides - Low-Level	EPA 525.2M QQQ	Water
\$ 106.00	Tentatively Identified Compounds (Top 10)	EPA 525.2-TICs	Water
\$ 159.00	Carbamates	EPA 531.2	Water
\$ 106.00	Glyphosate	EPA 547	Water
\$ 159.00	Endothall	EPA 548.1	Water
\$ 191.00	Diquat	EPA 549.2	Water
\$ 191.00	Diquat & Paraquat	EPA 549.2	Water
\$ 191.00	Paraquat	EPA 549.2	Water
\$ 159.00	Chloropicrin	EPA 551.1	Water
\$ 159.00	Disinfection Byproducts	EPA 551.1	Water
\$ 159.00	Haloacetic Acids (HAA5)	EPA 552.3	Water
\$ 250.00	Haloacetic Acids, Full List	EPA 552.3	Water
\$ 191.00	Aldehydes	EPA 556	Water
\$ 191.00	Formaldehyde only	EPA 556	Water
\$ 69.00	Dalapon	EPA 557	Water
\$ 159.00	Haloacetic Acids by LC/MS/MS	EPA 557	Water
\$ 265.00	Geosmin/MIB	SM 6040D SM	Water

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Weck Laboratories, Inc.

Price	Parameter	Method	Matrix
	UCMR 5		
\$ 400.00	UCMR5 PFOAs	EPA 537	Water
\$ 400.00	UCMR5 PFOAs	EPA 533	Water
\$ 60.00	Lithium for UCMR5	EPA 200.7	Water
	Wet Chemistry		
\$ 50.00	Acidity (CaCO3)	SM 2310B	Water
\$ 95.00	Aggressive index	AWWA	Water
\$ 32.00	Alkalinity, Total	SM 2320B	Water
\$ 32.00	Alkalinity	SM 2320BM	Solid
\$ 32.00	Alkalinity + HCO3	SM 2320B	Water
\$ 32.00	Alkalinity, Bicarbonate	SM 2320B	Water
\$ 32.00	Alkalinity, Carbonate	SM 2320B	Water
\$ 32.00	Alkalinity, All Forms	SM 2320B	Water
\$ 32.00	Alkalinity, All Forms	SM 2320BM	Solid
\$ 32.00	Alkalinity, HCO3	SM 2320B	Water
\$ 32.00	Alkalinity, Hydroxide	SM 2320B	Water
\$ 45.00	Ammonia-N	EPA 350.1	Water
\$ 45.00	Ammonia-N	EPA 350.1M	Solid
\$ 45.00	Ammonia-N	EPA 350.1M	Solid
\$ 45.00	Ammonia-N	EPA 350.1M	Solid
\$ 75.00	Biochemical Oxygen Demand	SM 5210B	Water
\$ 75.00	Biochemical Oxygen Demand, Carbonaceous	SM 5210B	Water
\$ 69.00	Bromate	EPA 557	Water
\$ 69.00	Bromate	EPA 300.1	Water
\$ 32.00	Bromide	EPA 300.0	Water
\$ 45.00	Bromide	EPA 9056	Solid
\$ 69.00	Bromide	EPA 300.1	Water
\$ 48.00	Calcium Hardness	_Varies	Water
\$ 51.00	Carbon dioxide	SM 4500CO2-C	Water
\$ 51.00	Carbon dioxide	SM 4500CO2-D	Water
\$ 64.00	Cation Exchange Capacity	EPA 9081	Solid
\$ 75.00	Chemical Oxygen Demand	EPA 410.4	Water
\$ 90.00	Chemical Oxygen Demand - Saline Matrix	EPA 410.4	Water
\$ 90.00	Chemical Oxygen Demand, Leachable	EPA 410.4M	Solid
\$ 90.00	Chloramine	SM 4500Cl-G	Water
\$ 69.00	Chlorate	EPA 300.1	Water
\$ 83.00	Chlorate	EPA 300.1M	Solid
\$ 45.00	Chloride	EPA 9056	Solid
\$ 32.00	Chloride	EPA 300.0	Water
\$ 74.00	Chlorine dioxide	SM 4500ClO2-D	Water
\$ 69.00	Chlorite	EPA 300.1	Water
\$ 106.00	Chromium, Hexavalent	EPA 7199	Water
\$ 106.00	Chromium, Hexavalent	EPA 218.6	Water
\$ 159.00	Chromium, Hexavalent	EPA 7199	Solid
\$ 127.00	Chromium, Hexavalent	EPA 218.7	Water
\$ 19.00	Color	SM 2120B	Water
\$ 75.00	Cyanide	ASTM D7511	Water
\$ 53.00	Cyanide	EPA 335.4	Water

Prime Firm:	NV5, Inc.
--------------------	------------------

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Subconsultant Firm:	Weck Laboratories, Inc.
----------------------------	--------------------------------

Price	Parameter	Method	Matrix
\$ 80.00	Cyanide, Amenable	SM 4500CN-G	Water
\$ 80.00	Cyanide, Amenable	SM 4500CN-G/EPA335.4	Water
\$ 75.00	Cyanide, Amenable	SM 4500CN-G/ASTM D7511	Water
\$ 85.00	Cyanide, Available	OIA1677	Water
\$ 85.00	Cyanide, Free DW	OIA 1677	Water
\$ 75.00	Cyanide, Total	ASTM D7511	Water
\$ 53.00	Cyanide, Total	Cyanide, total - EPA 335.4	Water
\$ 32.00	Dissolved Oxygen	SM 4500O-G	Water
\$ 220.00	Extractable Organic Halides	EPA 9023	Solid
\$ 11.00	Ferric Iron by Calculation	Calculation	Water
\$ 32.00	Ferrous Iron	SM 3500Fe-B	Water
\$ 45.00	Fluoride	EPA 9056	Solid
\$ 32.00	Fluoride	EPA 300.0	Water
\$ 223.00	General Mineral (Alk, Ca, Cl, Cu, F, Fe, Mg, Mn, MBAS, NO3, pH, K, Na, EC, SO4, TDS, Zn)	varies	Water
\$ 42.00	General Physical (Color, Odor Turbidity) Inorganic Chemicals, CA Title 22 (Al, Sb, As, Ba, Be, Cd, Cr,	_Varies	Water
\$ 341.00	Cu, CN, F, Pb, Mn, Hg, Ni, NO2, NO3, Se, Ag, Tl, Zn)	Various	Water
\$ 90.00	Hydrogen Peroxide by Titration/Colorimetric	US Perox	Water
\$ 53.00	Ignitability by Flashpoint	EPA 1010	Water
\$ 53.00	Ignitability by Flashpoint	EPA 1010	Solid
\$ 80.00	Inorganic Nitrogen (NO2+ NO3 + Ammonium)	_Varies	Water
\$ 318.00	Iodide by LC-MS/MS	EPA 331.0M	Water
\$ 48.00	Surfactants (MBAS)	SM 5540C	Water
\$ 21.00	Moisture, Percent	EPA 160.3M	Solid
\$ 195.00	NID as Cobalt Thiocyanate Active Substances	SM 5540D	Water
\$ 32.00	Nitrate N	EPA 300.0	Water
\$ 32.00	Nitrate NO3	EPA 300.0	Water
\$ 45.00	Nitrate-N	EPA 9056	Solid
\$ 32.00	Nitrate-N	EPA 353.2	Water
\$ 45.00	Nitrate-N	EPA 353.2M	Solid
\$ 32.00	Nitrate-NO3	EPA 353.2	Water
\$ 32.00	Nitrite N	EPA 300.0	Water
\$ 32.00	Nitrite NO2	EPA 300.0	Water
\$ 42.00	Nitrite+Nitrate N	EPA 300.0	Water
\$ 32.00	Nitrite-N	EPA 353.2	Water
\$ 45.00	Nitrite-N	EPA 353.2M	Solid
\$ 45.00	Nitrite-NO2	EPA 9056	Solid
\$ 32.00	Nitrite-NO2	EPA 353.2	Water
\$ 42.00	NO2+NO3-N	EPA 353.2	Water
\$ 45.00	NO2+NO3-N	EPA 353.2M	Solid
\$ 19.00	Odor	EPA 140.1	Water
\$ 80.00	Oil and Grease	EPA 1664B	Water
\$ 95.00	Oil and Grease Non-polar	EPA 1664B	Water
\$ 125.00	Organic Nitrogen (TKN - Ammonium)	varies	Water
\$ 125.00	Organic Nitrogen (TKN - Ammonium)	varies	Solid
\$ 32.00	Orthophosphate	EPA 365.3	Water
\$ 32.00	Orthophosphate-P	EPA 365.1	Water

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Weck Laboratories, Inc.

Price	Parameter	Method	Matrix
\$ 32.00	Orthophosphate-P	EPA 365.3	Water
\$ 32.00	Orthophosphate-P	d1475	Solid
\$ 27.00	Oxidation-Reduction Potential	SM 2580B	Water
\$ 32.00	Paint Filter Liquids Test	EPA 9095B	Solid
\$ 64.00	Perchlorate	EPA 314.0	Water
\$ 175.00	Perchlorate by LC/MS/MS	EPA 6850	Water
\$ 175.00	Perchlorate by IC/MS/MS	EPA 331.0	Water
\$ 175.00	Perchlorate by IC/MS/MS	EPA 332.0	Water
\$ 190.00	Perchlorate by LC/MS/MS	EPA 6850	Solid
\$ 80.00	Perchlorate	EPA 314.0M	Solid
\$ 20.00	pH	EPA 9040B	Water
\$ 20.00	pH	EPA 9045C	Solid
\$ 20.00	pH	SM 4500H+-B	Water
\$ 69.00	Phenolics	EPA 420.4	Water
\$ 127.00	Phenolics	EPA 9065M	Solid
\$ 48.00	Phosphate as PO4	EPA 365.3	Water
\$ 48.00	Phosphate as PO4	EPA 365.3M	Solid
\$ 48.00	Phosphorus as P	EPA 365.1	Water
\$ 48.00	Phosphorus as P	EPA 365.3	Water
\$ 48.00	Phosphorus as P	EPA 365.3M	Solid
\$ 48.00	Phosphorus as P	EPA 365.3M	Solid
\$ 48.00	Phosphorus as PO4	EPA 365.1	Water
\$ 37.00	Residual Chlorine	SM 4500Cl-G	Water
\$ 37.00	Residual Chlorine, Free	SM 4500Cl-G	Water
\$ 32.00	Residual Dissolved Solids	EPA 160.4	Water
\$ 37.00	Salinity	SM 2520B	Water
\$ 32.00	Settleable Solids	SM 2540F	Water
\$ 80.00	Sodium Absorption Ratio (SAR)	Calculation	Water
\$ 32.00	Solids, Percent	EPA 160.3M	Solid
\$ 32.00	Solids, Percent	SM 2540B	Water
\$ 32.00	Solids, Percent	SM 2540B	Solid
\$ 35.00	Specific Conductance (EC)	SM 2510B	Water
\$ 32.00	Specific Gravity	ASTM D1429	Water
\$ 45.00	Sulfate	EPA 9056	Solid
\$ 32.00	Sulfate	EPA 300.0	Water
\$ 40.00	Sulfide, Dissolved	SM 4500S2-D	Water
\$ 50.00	Sulfite	SM 4500SO3-B	Water
\$ 53.00	Suspended Sediment Concentration	ASTM D3977-97	Water
\$ 48.00	Thiosulfate	LACSD 253B	Water
\$ 40.00	Total Dissolved Solids	SM 2540C	Water
\$ 40.00	Total Dissolved Solids	SM 2540CM	Solid
\$ 40.00	Total Fixed Solids	EPA 160.4	Water
\$ 40.00	Total Fixed Solids	EPA 160.4M	Solid
\$ 80.00	Total Kjeldahl Nitrogen (TKN)	EPA 3512	Water
\$ 80.00	Total Kjeldahl Nitrogen (TKN)	EPA 3512M	Solid
\$ 120.00	Total Nitrogen (TKN + Nitrate + Nitrite)	_Varies	Solid
\$ 120.00	Total Nitrogen (TKN + Nitrate + Nitrite)	_Varies	Water
\$ 51.00	Total Organic Carbon	SM 5310B	Water

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Weck Laboratories, Inc.

Price	Parameter	Method	Matrix
\$ 51.00	Total Organic Carbon	EPA 9060A	Water
\$ 64.00	Total Inorganic Carbon	SM 5310B	Water
\$ 200.00	Total Organic Halogens	EPA 9020B	Water
\$ 200.00	Total Organic Halogens	EPA 9020M	Solid
\$ 175.00	Total Organic Halogens	SM 5320B	Water
\$ 32.00	Total Solids	SM 2540B	Water
\$ 40.00	Total Suspended Solids	SM 2540D	Water
\$ 40.00	Total Volatile Solids at 550C	EPA 160.4	Water
\$ 40.00	Total Volatile Solids at 550C	EPA 160.4M	Solid
\$ 27.00	Turbidity	EPA 180.1	Water
\$ 53.00	UV254	SM 5910B	Water
\$ 32.00	Volatile Dissolved Solids	EPA 160.4	Water
\$ 32.00	Volatile Suspended Solids	EPA 160.4	Water
Radiochemistry			
\$ 37.00	Uranium (pCi/L)	EPA 200.8	Water
\$ 69.00	Gross Alpha & Beta	EPA 900.0	Water
\$ 53.00	Gross Alpha	EPA 900.0	Water
\$ 53.00	Gross Beta	EPA 900.0	Water
\$ 53.00	Gross Alpha for high TDS	SM 7110C	Water
PFOAs			
\$ 400.00	PFAS for UCMR5	EPA 533	Water
\$ 450.00	Polyfluoroalkyl Substances (PFAS)	EPA 533	Water
\$ 300.00	PFAS for UCMR5	EPA 537.1	Water
\$ 371.00	Polyfluoroalkyl Substances (PFAS)	EPA 537.1	Water
\$ 475.00	Polyfluoroalkyl Substances (PFAS)	EPA 1633	Water
\$ 475.00	Polyfluoroalkyl Substances (PFAS)	EPA 1633	Solid
\$ 475.00	Polyfluoroalkyl Substances (PFAS)	DOD QSM Table B-15	Water
\$ 475.00	Polyfluoroalkyl Substances (PFAS)	DOD QSM Table B-15	Solid
Water Quality Organics			
\$ 58.00	Oil and Grease	EPA 1664B	Water
\$ 69.00	Oil and Grease Non-polar	EPA 1664B	Water
\$ 371.00	VOC-PMI Direct Injection	EPA 1666	Water
\$ 371.00	VOC-PMI Purge & Trap	EPA 1666	Water
\$ 148.00	Polychlorinated Biphenyls (PCBs)	EPA 608.3	Water
\$ 191.00	Organochlorine Pesticides	EPA 608.3	Water
\$ 250.00	Organochlorine Pesticides - Extended List	EPA 608.3	Water
\$ 191.00	OP Pesticides & PCBs	EPA 608.3	Water
\$ 191.00	OC Pesticides & PCBs CTR List	EPA 608.3	Water
\$ 250.00	OC Pesticides/PCBs Low-Level	EPA 608.3	Water
\$ 350.00	OP Pesticides - Low-level	EPA 625.1M	Water
\$ 191.00	Pentachloronitrobenzene	EPA 608.3	Water
\$ 265.00	Chlorinated Herbicides	EPA 615	Water
\$ 127.00	Acrolein & Acrylonitrile (3 Day Holding Time)	EPA 624.1	Water
\$ 159.00	Volatile Organic Compounds (VOCs)	EPA 624.1	Water
\$ 212.00	VOCs - Extended List	EPA 624.1	Water
\$ 159.00	Volatile Organic Compounds CTR	EPA 624.1	Water
\$ 212.00	VOCs + Oxy	EPA 624.1	Water
\$ 320.00	Semivolatile Organic Compounds (SVOCs)	EPA 625.1	Water

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Weck Laboratories, Inc.

Price	Parameter	Method	Matrix
\$ 320.00	SVOC CTR List	EPA 625.1	Water
\$ 375.00	SVOC - Extended List	EPA 625.1	Water
\$ 375.00	SVOC + Pesticides	EPA 625.1	Water
\$ 160.00	Bis-(2-Ethylhexyl)Phthalate	EPA 625.1	Water
\$ 255.00	Polynuclear Aromatic Hydrocarbons (PAHs)	EPA 625.1 SIM	Water
\$ 400.00	PAHs Low level in water by GC/MS/MS	EPA 625.1	Water
\$ 106.00	Tentatively Identified Compounds (Top 10)	EPA 625.1	Water
Hydrocarbons/Alcohols			
\$ 127.00	EPA 8015 - Alcohols	EPA 8015B	Solid
\$ 69.00	EPA 8015 - Diesel & Oil Range Organics (DRO/ORO)	EPA 8015B	Solid
\$ 69.00	EPA 8015 - Diesel Range Organics (DRO)	EPA 8015B	Solid
\$ 127.00	EPA 8015 - Diethylene Glycol	EPA 8015B	Solid
\$ 127.00	EPA 8015 - Ethylene Glycol	EPA 8015B	Solid
\$ 127.00	EPA 8015 - Ethylene & Propylene Glycol	EPA 8015B	Solid
\$ 69.00	Gasoline Range Organics (GRO)	EPA 8260B	Solid
\$ 80.00	Gasoline Range Organics (GRO) + BTEX MTBE	EPA 8260B	Solid
\$ 127.00	Alcohols (MeOH EtOH IPA)	EPA 8015B	Water
\$ 69.00	Diesel & Oil Range Organics (DRO/ORO)	EPA 8015B	Water
\$ 69.00	Diesel Range Organics (DRO)	EPA 8015B	Water
\$ 127.00	Ethanol	EPA 8015B	Water
\$ 127.00	Ethylene Glycol	EPA 8015B	Water
\$ 127.00	Ethylene/Propylene Glycol	EPA 8015B	Water
\$ 69.00	Gasoline Range Organics (GRO)	EPA 8260B	Water
\$ 80.00	Gasoline Range Organics (GRO) + BTEX MTBE	EPA 8260B	Water
\$ 127.00	Isopropanol	EPA 8015B	Water
\$ 127.00	Propylene Glycol	EPA 8015B	Water
\$ 265.00	Volatile Fatty Acids by GCFID	EPA 8015M	Water
SW 846-Organics			
\$ 191.00	1,4-Dioxane - GCMS (SIM)	EPA 8270M	Water
\$ 200.00	1,4-Dioxane - SPME/GCMS	EPA 8270M	Water
\$ 160.00	Bis-(2-Ethylhexyl)Phthalate	EPA 8270C	Water
\$ 95.00	Benzene, Toluene & Xylene (BTEX)	EPA 8260B	Water
\$ 127.00	BTEX + Oxygenates	EPA 8260B	Solid
\$ 127.00	BTEX + Oxygenates	EPA 8260B	Water
\$ 159.00	Carbamates	EPA 8318	Solid
\$ 424.00	Carbamates by LC/MS/MS	EPA 8321A	Solid
\$ 265.00	Chlorinated Herbicides	EPA 8151A	Solid
\$ 265.00	Chlorinated Herbicides	EPA 8151A	Water
\$ 186.00	Chlorinated Herbicides - 24D & Silvex only	EPA 8151A	Solid
\$ 212.00	OC Pesticides and PCBs	EPA 8081A/8082	Solid
\$ 212.00	OC Pesticides and PCBs	EPA 8081A/8082	Water
\$ 191.00	OC Pesticides Appendix IX	EPA 8081A	Water
\$ 250.00	OC Pesticides, Extended List	EPA 8081A	Solid
\$ 191.00	OC Pesticides	EPA 8081A	Solid
\$ 191.00	OC Pesticides	EPA 8081A	Water
\$ 375.00	Organochlorine Pesticides (OCPs) by GC/MS	EPA 8270C	Solid
\$ 233.00	Organophosphorus (OP) Pesticides	EPA 8141A	Solid
\$ 233.00	OP Pesticides	EPA 8141A	Water

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Weck Laboratories, Inc.

Price	Parameter	Method	Matrix
\$ 212.00	Oxygenates	EPA 8260B	Water
\$ 212.00	Oxygenates	EPA 8260B	Solid
\$ 180.00	Phenolics	EPA 8270C	Water
\$ 250.00	Phenolics - SIM	EPA 8270C SIM	Solid
\$ 350.00	Phenolics - SIM	EPA 8270C SIM	Water
\$ 148.00	Polychlorinated Biphenyls (PCBs)	EPA 8082	Solid
\$ 148.00	Polychlorinated Biphenyls (PCBs)	EPA 8082	Water
\$ 350.00	Polynuclear Aromatics Hydrocarbons (PAHs) - SIM	EPA 8270C SIM	Water
\$ 350.00	Polynuclear Aromatics Hydrocarbons (PAHs) - SIM	EPA 8270C SIM	Solid
\$ 550.00	PAHs -Trace by GC/MS/MS	EPA 8270C	Solid
\$ 320.00	Semivolatile Organic Compounds (SVOCs)	EPA 8270C	Solid
\$ 320.00	Semivolatile Organic Compounds (SVOCs)	EPA 8270C	Water
\$ 375.00	SVOCs Appendix II	EPA 8270C	Water
\$ 375.00	SVOCs Appendix IX	EPA 8270C	Water
\$ 375.00	SVOCs - Appendix IX List	EPA 8270C	Solid
\$ 106.00	SVOC Tentatively Identified Compounds (Top 10 TICs)	EPA 8270C-TICs	Solid
\$ 106.00	SVOC Tentatively Identified Compounds (Top 10 TICs)	EPA 8270C-TICs	Water
\$ 375.00	SVOCs + OC Pesticides	EPA 8270C	Water
\$ 159.00	Volatile Organic Compounds (VOCs)	EPA 8260B	Solid
\$ 159.00	Volatile Organic Compounds (VOCs)	EPA 8260B	Water
\$ 106.00	VOC Tentatively Identified Compounds (Top 10 TICs)	EPA 8260B-TICs	Water
\$ 212.00	VOCs - Extended List	EPA 8260B	Solid
\$ 212.00	VOCs + Oxys	EPA 8260B	Solid
\$ 212.00	VOCs + Oxys	EPA 8260B	Water
\$ 159.00	VOCs Appendix I	EPA 8260B	Water
\$ 212.00	VOCs Appendix II	EPA 8260B	Water
\$ 212.00	VOCs Appendix IX	EPA 8260B	Water
Leaching Procedures			
\$ 138.00	TCLP-Zero Headspace Extraction	1311 EPA_s TCLP-ZHE Leach	Solid
\$ 85.00	STLC Extraction	1985 CCR_s CAWET Leach	Solid
\$ 106.00	TCLP Extraction	1311 EPA_s TCLP Leach	Solid
Specialty Testing			
\$ 424.00	Nitrosoamines Low-level	EPA 1625M	Water
\$ 424.00	Nitrosoamines Low-level	EPA 1625M	Solid
\$ 371.00	N - Nitrosodiphenylamine, Low-level	EPA 1625M	Water
\$ 424.00	6PPD & IPPD Quinone	EPA 1694M	Water
\$ 524.00	Quinones - Extended List	EPA 1694M	Water
\$ 212.00	Diuron	EPA 632	Water
\$ 371.00	Pyrethroid Pesticides by GC/MS/MS	EPA 8270C	Water
\$ 371.00	Pyrethroid Pesticides by GC/MS/MS	EPA 8270M	Solid
\$ 265.00	Formaldehyde	EPA 8315A	Solid
\$ 212.00	Formaldehyde	EPA 8315A	Water
\$ 318.00	Explosives	EPA 8330A	Solid
\$ 318.00	Explosives	EPA 8330A	Water
\$ 265.00	Geosmin/MIB	SM 6040D	Water
\$ 212.00	Tributyltin by GC/MS	SM 6710	Water
\$ 212.00	Tributyltin by GC/MS	SM 6710	Solid

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Weck Laboratories, Inc.

Additional Fees & Services	
Description	Price
Rain Event - Standby Flat Fee	\$400.00
Sample Control - Off Hours (workdays)	\$90.00
Sample Control - Weekend	\$180.00
Sample Control - Holiday	\$270.00
Analytical - Off Hours (workdays)	\$125.00
Analytical - Weekend	\$250.00
Analytical - Holiday	\$375.00
Weekend Microbiology Fee	\$80.00
Courier, Local	\$75.00
Courier - Outside Local Area	by Quote
Courier - Weekend Sample Pick-up	by Quote
EDD - Custom programming, per hour	\$100.00
EDD - ADAPT/ADR	\$50.00
EDD - CEDEEN	\$30.00
EDD - CIWQS	\$30.00
EDD - CLIP EDT	\$5.00
EDD - EQUIS	\$50.00
EDD - ERPIMS	\$50.00
EDD - Geotracker EDF	\$30.00
EDD - LINKO	\$30.00
EDD - SMARTS	\$30.00
EDD - Standard	No charge
EDD - SWAMP	\$30.00
EDD - UCMR CDX	\$30.00
EDD - WaterTrax	\$10.00
Field Data Entry	\$3.00
International Wire Transfer Fee	\$45.00
Microbiology - each extra dilution	\$16.00
Minimum Charge (per workorder)	\$300.00
Minimum Charge - EPA 1640 (1 metal)	\$250.00
Preparation - Digestion for Air filter	\$75.00
Preparation - Digestion for metals	\$37.00
Preparation - Extract + Report FRB - EPA 533	\$400.00
Preparation - Extract + Report FRB - EPA 537.1	\$300.00
Preparation - Extract Only FRB - EPA 533	\$200.00
Preparation - Extract Only FRB - EPA 537.1	\$150.00
Preparation - Extraction - No Analysis	50% Surcharge
Preparation - Rush Extraction	50% Surcharge
Preparation - Filtration	\$20.00
Preparation - Gel Permeation Chromatography	\$106.00
Report - Hardcopy	\$20.00
Report - Level III QC	10% Surcharge
Report - Level IV QC	15% Surcharge
Report - Level II or IV QC, Requested After Results Reported	20% Surcharge
Report - Level II or IV QC Minimum Fee	\$50.00
Report - Revisions requested by client, per hour	\$120.00

Prevailing Wage assignments will be charged based on the State of California Department of Industrial Relations (DIR). For Scope of Services subject to Prevailing Wage, the hourly pay, including overtime; weekend; holiday; travel and subsistence; and shift provisions is to follow DIR Prevailing Wage. Please refer to the DIR website: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Prime Firm:	NV5, Inc.
Subconsultant Firm:	Weck Laboratories, Inc.

Sample Hold, per sample	\$5.00
Sample Archive - Monthly, per sample (ambient temperature)	\$5.00
Sample Archive - Monthly, per sample (refrigeration)	\$10.00
Sample Archive - Monthly, per sample (frozen)	\$15.00
Sample Disposal, per sample (samples not analyzed)	\$5.00
Sampling - Blank Autoclaved DI water per Liter	\$20.00
Sampling - Blank Deionized water per Liter	\$15.00
Sampling - Blank Ultra-Trace water per Liter	\$25.00
Sampling - ISCO Composite Sampler	\$220.00
Sampling - Field Technician per Hour	\$100.00
Sampling - Field Technician Travel Time	\$100.00
Sampling - Grab, per Hour	\$100.00
Sampling Kit - Sterile Filter, Syringe & Bottle	\$16.00
Dissolved Sulfide Flocculation Kit	\$15.00
Cooler Return	\$25.00
Shipping - Outbound	By Quote
Stormwater Sampling kit	\$25.00

Rush fees may apply based upon requested Turn-around time.

All rush turn-around time and after hour sample receipt or analysis must be pre-approved

Table of Contents – Rates for Contract BRC0000420

Tetra Tech.....2

Apex Companies.....5

Hassan Davani (DBA Aztec Environment)6

CASC Engineering and Consulting7

Council for Watershed Health8

Downstream Services.....9

Eurofins Environment Testing Southwest13

FMF Pandion25

Herrera Environmental Consultants26

Hylan West27

Kayuga Solution.....29

PERC Water Corporation.....30

PHYSIS Environmental Laboratories.....31

Richard Watson & Associates32

Southern California Coastal Water Research Project (SCCWRP)33

Sustainable Landesign34

United Storm Water.....35

Watearth45

ATTACHMENT 6

4/8/2024

**SCHEDULE OF FEES
ON-CALL WATER QUALITY OPERATION MAINTENANCE, MONITORING AND
RELATED SERVICES
RFP NO. BRC0000420**

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	---

Classification	Hourly Rate
1-Person Survey Crew	\$240.00
2-Person Survey Crew	\$425.00
3-Person Survey Crew	\$608.00
Administrative Support	\$122.92
Art Director/Graphic Designer	\$199.01
Assistant Engineer	\$179.85
Assistant Planner	\$127.61
Assistant Project/Construction Manager	\$239.80
Assistant Scientist	\$169.75
CAD Operator	\$130.80
CAD Specialist (Staff CAD Specialist/ CAD Designer)	\$163.50
CAD Technician	\$119.90
CAD/GIS Director	\$231.00
Communications Director	\$263.40
Construction Manager	\$260.00
Construction Technician	\$130.80
Contract Administrator	\$140.00
Cost Estimator	\$168.95
Design Technician	\$87.20
Designer	\$147.15
Director of CEQA / NEPA	\$256.15
Director of Regulatory Permitting Services	\$256.15
Engineer (Staff Engineer)	\$210.72
Environmental Analyst	\$128.77
Environmental Planner	\$195.11

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	---

Classification	Hourly Rate
Environmental Specialist	\$201.65
Field / Laboratory Technician	\$117.07
Geologist	\$189.66
Geologist (Staff Geologist)	\$175.49
Geotechnical Associate I	\$126.44
Geotechnical Associate II	\$140.61
Geotechnical Engineer	\$211.46
Geotechnical Project I	\$175.49
GIS Programmer	\$152.60
GIS Specialist	\$181.45
GIS Specialist (Staff GIS Specialist)	\$181.45
Grant Support Staff	\$140.48
Graphic Support Staff	\$140.48
Groundwater Modeler I	\$167.45
Groundwater Modeler II	\$179.85
Groundwater Modeler III	\$191.84
Groundwater Modeler: Principal	\$223.45
Illustrator	\$141.70
IT/Software Engineer I	\$138.00
IT/Software Engineer II	\$148.00
IT/Software Engineer III	\$158.00
Landscape Architect 2/Landscape Designer 2	\$136.25
Landscape Architect Designer	\$119.90
Landscape Lead Architect	\$190.75
Landscaping Architect	\$163.50
Licensed Surveyor	\$208.00
NEPA/CEQA Planner	\$218.00
Outreach Specialist	\$163.50
Planner	\$163.50
Planning Associate	\$207.21
Principal Community Engagement Specialist	\$204.87
Principal Engineer	\$299.75
Principal Geotechnical Engineer	\$275.11
Principal/Planner/Lead Facilitator	\$345.34
Project Controls	\$179.85

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	---

Classification	Hourly Rate
Project Manager	\$279.04
Project Principal	\$312.83
Sr Public Outreach Specialist	\$179.85
Regulatory Permit Specialist	\$117.96
Scientist	\$141.70
Scientist (Staff Scientist)	\$199.01
Senior CAD Specialist	\$179.85
Senior Engineer	\$288.85
Senior Environmental Planner	\$272.50
Senior Geologist	\$211.46
Senior Hydrogeologist	\$228.90
Senior Landscaping Architect	\$223.45
Senior NEPA/CEQA Planner	\$239.80
Senior Planner	\$228.90
Senior Project Coordinator	\$162.41
Senior Project Manager	\$294.30
Senior Project Principal	\$350.98
Senior Scientist	\$225.63
Senior Technician	\$146.33
Sr. Cost Estimator	\$190.75
Sr. Electrical Engineer	\$288.85
Sr. Environmental Analyst	\$167.86
Sr. GIS Specialist	\$187.48
Sr. Software Engineer	\$203.75
Staff Geohydrologist I	\$179.85
Staff Geohydrologist II	\$196.20
Survey Party Chief	\$164.00
Survey Technician	\$124.00
SWPPP (QSP/CSD)	\$170.04
Sr Technical Editing/Writer	\$147.15
Technical Editor	\$119.90
Vice President	\$408.75

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Apex Companies, LLC

Classification	Hourly Rate
Principal Engineer/Scientist/Industrial Hygienist	275.00
Senior Engineer/Scientist/Industrial Hygienist	230.00
Project Engineer/Scientist/Industrial Hygienist	190.00
Staff Engineer/Scientist/Industrial Hygienist	165.00
Associate Engineer/Scientist/Industrial Hygienist	135.00
Stormwater Trainer-of-Record (ToR)	225.00
Qualified SWPPP Developer (QSD)	200.00
Qualified Industrial Stormwater Practitioner (QISP)	175.00
Qualified SWPPP Practitioner (QSP)	140.00
Principal GIS/CAD Specialist	200.00
Project GIS/CAD Specialist	175.00
Staff GIS/CAD Specialist	150.00
Contract Administrator	120.00
Administrative Assistant	90.00
Senior Project Manager	230.00
Project Manager	190.00
Assistant Project Manager	150.00

OTHER DIRECT COSTS	
Classification	Hourly Rate
Field Vehicle	100.00/day
Mileage	Not applicable
Rental Vehicle	Cost + 15%
Laboratory Analysis	Cost + 15%
Other Direct Costs (ODCs)	Cost + 15%

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Hassan Davani (DBA Aztec Environment)

Classification	Hourly Rate
Engineer I	\$125
Engineer II	\$200
Engineer III	\$275
Scientist I	\$100
Scientist II	\$175
Scientist III	\$250
Planner I	\$80
Planner II	\$140
GIS Specialist I	\$90
GIS Specialist II	\$150
CAD Drafter I	\$90
CAD Drafter II	\$150
Admin I	\$80
Admin II	\$100
Director	\$300

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	CASC Engineering and Consulting, Inc.

Classification	Hourly Rate
Vice President	\$280
Senior Project Manager/Director	\$230
Project Manager	\$220
Senior Engineer (Civil, Environmental)	\$210
Associate Engineer (Civil, Environmental)	\$190
Senior Environmental Scientist	\$205
Environmental Scientist	\$185
Engineering Technician/Associate/CADD	\$170
Database Specialist/GIS Manager	\$200
GIS Specialist	\$165
CEQA Specialist	\$170
QA/QC Manager	\$210
Regulatory Support Specialist	\$205
Supervising Field Technician	\$170
Field Technician	\$155
Administrative Support Staff	\$110

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Council for Watershed Health

Classification	Hourly Rate
Executive Director	\$309
Director of Planning & Information Design	\$244
Sr. Program Manager I	\$196
Sr. Program Manager II	\$194
Sr. Scientist	\$176

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Downstream Services, Inc.

Classification	Hourly Rate
Emergency Response Fee	\$250.00 (per 1 to 2-man crew) per day
Meals & Incidental Expenses (when applicable)	\$59.00 per employee per day
Confined Space Entry Equipment (per unit)	\$450.00 per day
SCBA Equipment (per unit)	\$250.00 per day
Camel Jet/Vacuum Combo Truck with Operator	\$310.00 per hour – prevailing wage
Mini Pumper Truck 750 Gallon with Operator	\$230.00 per hour – prevailing wage
Trailer Jetter w/ Pickup Truck with Operator	\$207.00 per hour – prevailing wage
Pumper Truck 4,000 Gallon	\$239.00 per hour – prevailing wage
Water Truck 2,000 Gallon	\$223.00 per hour – prevailing wage
CCTV Inspection Truck	\$227.00 per hour – prevailing wage
Robotic Cutter Truck	\$304.00 per hour – prevailing wage
Traffic Control Truck with Technician	\$191.00 per hour – prevailing wage
Roll Off Truck with Driver/Operator	\$224.00 per hour – prevailing wage
3 Ton Crane Truck with Driver/Operator	\$193.00 per hour – prevailing wage
Multi-Tool Excavator 50,000 lbs. with Operator	\$275.00 per hour – prevailing wage
Backhoe/Mini-Excavator/Skid Steer/Wheel Loader with Operator	\$226.00 per hour – prevailing wage
Pickup Truck	\$23.00 per hour
Utility Truck	\$45.00 per hour
Specialty Cleaning Nozzle (Grease Cutter, Chain Flail, etc.)	\$5.00 per hour
Tamper/Compactor	\$167.00 per day
Jackhammer/Air Compressor	\$234.00 per day
Dump Trailer	\$163.00 per day
Attenuator Trailer	\$525.00 per day
Changeable Message Board	\$263.00 per day
Flashing Arrow Board	\$147.00 per day
2-Inch Submersible Pump	\$111.00 per day
3-Inch Trash Pump	\$177.00 per day
4-Inch Hydraulic Pump with Power Unit	\$591.00 per day
4 to 6-Inch Bypass Trailer with Vacuum Assist Pump	\$787.00 per day
4 to 6-Inch Discharge Hose (\$1/ft daily)	\$1.00 per foot per day
Generator 6500 Watt	\$118.00 per day
Transportable Treatment Unit 10-15 Cubic Yard*	\$66.00 per day
Transportable Treatment Unit 20 Cubic Yard*	\$74.00 per day
Offsite Systems/QAQC Analyst	\$131.00 per hour

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Downstream Services, Inc.

Classification	Hourly Rate
Offsite Project Manager	\$164.00 per hour
Onsite Safety Manager	\$164.00 per hour
Foreman w/ Pickup Truck	\$209.00 per hour – prevailing wage
Operator	\$185.00 per hour – prevailing wage
Instrumentation Technician w/ Utility Truck	\$227.00 per hour – prevailing wage
Laborer	\$154.00 per hour – prevailing wage
Camel Jet/Vacuum Combo Truck with Operator (Overtime and/or ER)	\$419.00 per hour – prevailing wage
Mini Pumper Truck 750 Gallon with Operator (Overtime and/or ER)	\$311.00 per hour – prevailing wage
Trailer Jetter w/ Pickup Truck with Operator (Overtime and/or ER)	\$279.00 per hour – prevailing wage
Pumper Truck 4,000 Gallon (Overtime and/or ER)	\$323.00 per hour – prevailing wage
Water Truck 2,000 Gallon (Overtime and/or ER)	\$301.00 per hour – prevailing wage
CCTV Inspection Truck (Overtime and/or ER)	\$306.00 per hour – prevailing wage
Robotic Cutter Truck (Overtime and/or ER)	\$410.00 per hour – prevailing wage
Traffic Control Truck with Technician (Overtime and/or ER)	\$258.00 per hour – prevailing wage
Roll Off Truck with Driver/Operator (Overtime and/or ER)	\$302.00 per hour – prevailing wage
3 Ton Crane Truck with Driver/Operator (Overtime and/or ER)	\$261.00 per hour – prevailing wage
Multi-Tool Excavator 50,000 lbs. with Operator (Overtime and/or ER)	\$371.00 per hour – prevailing wage
Backhoe/Mini-Excavator/Skid Steer/Wheel Loader with Operator (Overtime and/or ER)	\$305.00 per hour – prevailing wage
Offsite Systems/QAQC Analyst (Overtime and/or ER)	\$177.00 per hour
Offsite Project Manager (Overtime and/or ER)	\$221.00 per hour
Onsite Safety Manager (Overtime and/or ER)	\$221.00 per hour
Foreman w/ Pickup Truck (Overtime and/or ER)	\$282.00 per hour – prevailing wage
Operator (Overtime and/or ER)	\$250.00 per hour – prevailing wage
Instrumentation Technician w/ Utility Truck (Overtime and/or ER)	\$306.00 per hour – prevailing wage
Laborer (Overtime and/or ER)	\$208.00 per hour – prevailing wage
Camel Jet/Vacuum Combo Truck with Operator (Double Time)	\$465.00 per hour – prevailing wage

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Downstream Services, Inc.

Classification	Hourly Rate
Mini Pumper Truck 750 Gallon with Operator (Double Time)	\$345.00 per hour – prevailing wage
Trailer Jetter w/ Pickup Truck with Operator (Double Time)	\$311.00 per hour – prevailing wage
Pumper Truck 4,000 Gallon (Double Time)	\$359.00 per hour – prevailing wage
Water Truck 2,000 Gallon (Double Time)	\$335.00 per hour – prevailing wage
CCTV Inspection Truck (Double Time)	\$341.00 per hour – prevailing wage
Robotic Cutter Truck (Double Time)	\$456.00 per hour – prevailing wage
Traffic Control Truck with Technician (Double Time)	\$287.00 per hour – prevailing wage
Roll Off Truck with Driver/Operator (Double Time)	\$336.00 per hour – prevailing wage
3 Ton Crane Truck with Driver/Operator (Double Time)	\$290.00 per hour – prevailing wage
Multi-Tool Excavator 50,000 lbs. with Operator (Double Time)	\$413.00 per hour – prevailing wage
Backhoe/Mini-Excavator/Skid Steer/Wheel Loader with Operator (Double Time)	\$339.00 per hour – prevailing wage
Offsite Systems/QAQC Analyst (Double Time)	\$197.00 per hour
Offsite Project Manager (Double Time)	\$246.00 per hour
Onsite Safety Manager (Double Time)	\$246.00 per hour
Foreman w/ Pickup Truck (Double Time)	\$314.00 per hour – prevailing wage
Operator (Double Time)	\$278.00 per hour – prevailing wage
Instrumentation Technician w/ Utility Truck (Double Time)	\$341.00 per hour – prevailing wage
Laborer (Double Time)	\$231.00 per hour – prevailing wage
2-man Camel Jet/Vac crew with equipment	\$464.00 per hour – prevailing wage
2-man Camel Jet/Vac crew with equipment (Overtime and/or ER)	\$627.00 per hour – prevailing wage
2-man Camel Jet/Vac crew with equipment (Double Time)	\$696.00 per hour – prevailing wage
4-man Camel Jet/Vac crew with equipment	\$772.00 per hour – prevailing wage
4-man Camel Jet/Vac crew with equipment (Overtime and/or ER)	\$1,042.00 per hour – prevailing wage

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Downstream Services, Inc.

Classification	Hourly Rate
4-man Camel Jet/Vac crew with equipment (Double Time)	\$1,158.00 per hour – prevailing wage
2-man CCTV crew with equipment	\$381.00 per hour – prevailing wage
2-man CCTV crew with equipment (Overtime and/or ER)	\$515.00 per hour – prevailing wage
2-man CCTV crew with equipment (Double Time)	\$572.00 per hour – prevailing wage
4-man CCTV crew with equipment	\$689.00 per hour – prevailing wage
4-man CCTV crew with equipment (Overtime and/or ER)	\$931.00 per hour – prevailing wage
4-man CCTV crew with equipment (Double Time)	\$1,034.00 per hour – prevailing wage

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Eurofins Environment Testing Southwest, LLC

ORGANICS (Soil & Aqueous)

VOC ANALYSIS	METHOD	UNIT PRICE
Volatile Organic Compounds (VOCs)	EPA 8260B/C/D	\$110
VOCs plus Fuel Oxygenates	EPA 8260B/C/D	\$130
VOCs - Appendix II or IX Target List	EPA 8260B/C/D	\$155
VOCs - Low Level 20 mL Purge (water)	EPA 8260B/C/D	\$135
VOCs - add Tentatively Identified Compounds (Top 10 TICs)	EPA 8260B/C/D	\$55
VOCs - Priority Pollutant List (3 day HT if unpreserved)	EPA 624.1	\$130
VOCs - Low Level (water)	EPA 624.1 LL	\$150
BTEX and/or MTBE	EPA 8260B/C/D or 624.1	\$90
BTEX and/or MTBE	EPA 8021B or 602	\$70
Fuel Oxygenates (MTBE, TBA, DIPE, ETBE, TAME, Ethanol)	EPA 8260B/C/D	\$95
BTEX and Fuel Oxygenates	EPA 8260B/C/D	\$100
Naphthalene	EPA 8260B/C/D	\$85
Total Purgeable Petroleum Hydrocarbons (TPPH) add-on to 8260 only	EPA 8260B/C/D	\$40
Volatile Organic Compounds	EPA 524.2	\$150
VOCs - Low Level	EPA 524.2 LL	\$165
1,2,3-Trichloropropane - Low Level	SRL 524M-TCP or 8260B/C/D SIM	\$120
Fumigants (EDB, DBCP) by GC/ECD	EPA 504.1	\$85
1,4-Dioxane - Low Level	8260B/C/D SIM	\$105
SVOC / EXTRACTABLE ORGANICS ANALYSIS	METHOD	UNIT PRICE
Semivolatile Organic Compounds (SVOCs) Routine List	EPA 8270C/D/E or 625.1	\$220
SVOCs - Low Level	EPA 8270C/D/E LL	\$235
SVOCs - Low Level SIM Routine list	EPA 8270C/D/E or 625.1 SIM	\$250
SVOCs - Low Level Extended SIM List	EPA 8270C/D/E or 625.1 SIM	\$300
SVOCs - Appendix II or IX Target List (# sample minimum applies)	EPA 8270C/D/E	By quote
SVOCs - add Tentatively Identified Compounds (Top 20 TICs)	EPA 8270C/D/E	\$85
PAHs - by Selective Ion Monitoring (SIM)	EPA 8270C/D/E SIM	\$180
PAHs - Low Level by Selective Ion Monitoring (SIM)	EPA 8270C/D/E SIM LL	\$195
1,4-Dioxane (Isotope Dilution)	EPA 8270C/D/E (M) SIM	\$120
1,4-Dioxane (Isotope Dilution) - Low Level	EPA 8270C/D/E (M) SIM LL	\$135
Polychlorinated Biphenyls (PCBs - Aroclors)	EPA 8082/A or 608.3	\$85
Polychlorinated Biphenyls (PCBs - Aroclors) extended list	EPA 8082/A or 608.3	\$90
PCBs - Low-level	EPA 8082/A or 608.3	\$100
Polychlorinated Terphenyls (PCTs - Aroclors: 5432, 5442, 5460)	EPA 8082/A or 608.3	\$130
Organochlorine Pesticides	EPA 8081A/B or 608.3	\$135
Organochlorine Pesticides - Extended Target List	EPA 8081A/B or 608.3	\$170
Organochlorine Pesticides - Low Level	EPA 8081A/B or 608.3	\$155
Organochlorine Pesticides - Low Level Extended Target List	EPA 8081A/B or 608.3	\$175
Organophosphorus Pesticides	EPA 8141A/B	\$180

Organophosphorus Pesticides - Extended Target List	EPA 8141A/B	\$195
Organophosphorus Pesticides - Low Level	EPA 8141A/B	\$190
Organophosphorus Pesticides - Low Level Extended Target List	EPA 8141A/B	\$200
Herbicides, Chlorinated *	EPA 8151A	\$220

Parameters shown in Bold have short Hold Times.

*Price subject to change based upon availability and cost of a compound required for the derivatization step of method.

Field sampling devices, such as EnCores™ or Terra Cores, are not included in the unit rates.

ORGANICS (Soil & Aqueous)

TOTAL PETROLEUM HYDROCARBONS (TPH) ANALYSIS	METHOD	UNIT PRICE
Gas/Gasoline Range Organics (GRO)	EPA 8015B/C/D	\$55
Gas Range with Carbon Range Breakdown (C4-C12)	EPA 8015B/C/D	\$60
GRO - Low Level (water)	EPA 8015B/C/D	\$65
Northwest Volatile Petroleum Products	NWTPH-Gx	\$60
Diesel/Diesel Range Organic (DRO)	EPA 8015B/C/D	\$60
DRO/MRO (Diesel standard only)	EPA 8015B/C/D	\$80
DRO - Low Level (soil)	EPA 8015B/C/D	\$85
Motor Range Organics (MRO)	EPA 8015B/C/D	\$75
Crude Oil Range Organics (C7-C44)	EPA 8015B/C/D	\$80
Jet A Range Organics (C6-C20)	EPA 8015B/C/D	\$80
DRO/MRO (Diesel & Motor Oil standard)	EPA 8015B/C/D	\$100
Extractable (Custom Range, diesel standard only)	EPA 8015B/C/D	\$85
Extractable with Carbon Chain Breakdown (C6 up to C44, diesel Std.)	EPA 8015B/C/D	\$85
Therminol (1,1-Oxybis-Benzene, 1,1-biphenyl)	EPA 8015B/C/D	\$210
Northwest Semivolatile Petroleum Products	NWTPH-Dx	\$80
Non-Halogenated Organics (2-Butanol, Ethanol, Isobutanol, Isopropanol, Methanol, n-Butanol)	EPA 8015B/C/D	\$160
Non-Halogenated Organics (Ethanol and/or Methanol)	EPA 8015B/C/D	\$115
SPECIALTY ORGANICS ANALYSIS	METHOD	UNIT PRICE
Formaldehyde (3 day holding time for waters)	EPA 8315A	\$295
Acetaldehydes (3 day holding time for waters)	EPA 8315A	\$325
Soil Extraction prep required for Acetaldehyde analysis	EPA 8315A (Leach)	\$35
N-Nitrosodimethylamine (NDMA) only	EPA 1625B/C (M)	\$210
N-Nitrosodimethylamine (NDMA) only - Low Level	EPA 1625B/C SIM LL (M)	\$250
N-Nitrosoamines (4 compounds) - Low Level	EPA 1625B/C SIM LL (M)	\$300
N-Nitrosoamines (8 compounds) - Low Level	EPA 1625B/C SIM LL (M)	\$325
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	\$395
Organotins - Tributyltin only	Krone et al. (GC/MS)	\$190
Organic Acids (Acetic, Butyric, Lactic, Propionic, Pyruvic)	HPLC/UV	\$135
Explosives - Nitroaromatics and Nitramines	EPA 8330/A	\$220
PCB Congeners - Standard List	EPA 8270C/D/E SIM	\$390
PCB Congeners - Extended Target List	EPA 8270C/D/E SIM	\$440
Dissolved Gases - Methane in water	RSK 175(M)	\$85
Dissolved Gases - Methane, Ethane & Ethene in water	RSK 175(M)	\$100
Dissolved Gases - Low Level	RSK 175(M) LL	\$115

Dissolved Gases - Carbon Dioxide in water	RSK 175(M)	\$85
Tetraethyl Lead	EPA 8270C/D/E	\$115
EXTRACTABLE LEACHATE PROCEDURES		
	METHOD	UNIT PRICE
TCLP (Volatile) ZHE Extraction	EPA 1311	\$75
TCLP (Semi/Non-Volatile) Bottle Extraction	EPA 1311	\$60
STLC (WET) (Semi/Non-Volatile) Bottle Extraction	CAC Title 22	\$60
Soxhlet Extraction	EPA 3540C/3541	\$100
FIELD SAMPLING SUPPLIES FOR 5035 PREP		
	UNIT	UNIT PRICE
5035 Sampling Kits (methanol & sodium bisulfate) incl. T-handle	3 Vials	\$15
5035 Sampling Kits (methanol & sodium bisulfate) incl. T-handle	5 Vials	\$25
T-handle (disposable)	each	\$5

Parameters shown in Bold have short Hold Times.

Field sampling devices, such as EnCores™ or Terra Cores, are not included in the unit rates.

CLEANUPS

ANALYSIS	METHOD	UNIT PRICE
Alumina Cleanup for Tissue	EPA 3610B	\$40
Florisil Column for PCBs	EPA 3620C	\$30
Silica Gel Cleanup (2 gram column)	EPA 3630C (M)	\$30
Silica Gel Cleanup (10 gram column with reverse surrogate)	EPA 3630C (M)	\$70
Silica Gel Cleanup (0.5 gram extract shake-out)	EPA 3630C (M)	\$20
Sulfur Cleanup	EPA 3660B	\$40

METALS (Soil & Aqueous)

ANALYSIS	METHOD	UNIT PRICE
Total Digestion	EPA 3005A/3010A/3020A or 3050B/3051A	\$15
Sample Filtration for Dissolved Metals (Within 24 hrs)	EPA 3005A	\$15
Reductive Precipitation Procedure	SOP M225	\$100
STLC (WET) (Semi/Non-Volatile) Bottle Extraction	CAC Title 22	\$60
TCLP (Semi/Non-Volatile) Bottle Extraction	EPA 1311	\$60

ICP ANALYSIS (INCLUDES DIGESTION)

	METHOD	UNIT PRICE
1 Metal	EPA 6010B/D or 200.7	\$29
2-3 Metals	EPA 6010B/D or 200.7	\$42
4-7 Metals	EPA 6010B/D or 200.7	\$58
8-12 Metals	EPA 6010B/D or 200.7	\$79
13-18 Metals	EPA 6010B/D or 200.7	\$95
19+ Metals	EPA 6010B/D or 200.7	\$115

ICP/MS ANALYSIS (INCLUDES DIGESTION)

	METHOD	UNIT PRICE
1 Metal	EPA 6020/B or 200.8	\$40
2-3 Metals	EPA 6020/B or 200.8	\$52
4-7 Metals	EPA 6020/B or 200.8	\$73
8-12 Metals	EPA 6020/B or 200.8	\$89
13-18 Metals	EPA 6020/B or 200.8	\$110
19+ Metals	EPA 6020/B or 200.8	\$135

Sea Water Metals Scan with Reductive Precipitation Preparation: Be, Cd, Cr, Co, Pb, Ni, Ag, Zn

SOP M225/EPA 200.8 \$300

MERCURY ANALYSIS

METHOD **UNIT PRICE**

Mercury by Cold Vapor AA (includes digestion)

EPA 7470A/7471A/7471B/245.1 \$37

LOW-LEVEL ICP/MS ANALYSIS (INCLUDES DIGESTION)

METHOD **UNIT PRICE**

1 Metal	EPA 6020/B LL or 200.8 LL	\$50
2-3 Metals	EPA 6020/B LL or 200.8 LL	\$70
4-7 Metals	EPA 6020/B LL or 200.8 LL	\$90
8-12 Metals	EPA 6020/B LL or 200.8 LL	\$105
13-18 Metals	EPA 6020/B LL or 200.8 LL	\$125
19+ Metals	EPA 6020/B LL or 200.8 LL	\$155

Parameters shown in Bold have short Hold Times.

WET CHEMISTRY (Soil & Aqueous)

ANALYSIS	METHOD	UNIT PRICE
Acidity *	SM 2310 B	\$30
Anions by IC (F, Cl, Br, SO4, NO2, NO3, o-PO4)		
.....Any single anion	EPA 300.0 or 9056/A	\$35
.....Any two anions	EPA 300.0 or 9056/A	\$55
.....Any three anions	EPA 300.0 or 9056/A	\$75
.....Any four anions	EPA 300.0 or 9056/A	\$90
Alkalinity, Total *	SM 2320 B	\$30
Alkalinity, Speciated (bicarbonate, carbonate, hydroxide) *	SM 2320 B	\$37
Benzotriazole & Tolytriazole (24 hour Hold Time) *	HACH 8079	\$150
Biochemical Oxygen Demand (BOD), 5 day (48 hour Hold Time)	SM 5210 B	\$75
Carbon Dioxide – Headspace analysis *	RSK 175(M)	\$85
Carbon Dioxide *	SM 4500-CO2 D	\$60
Chemical Oxygen Demand (COD, spectrophotometric) *	EPA 410.4	\$37
Chloride *	SM 4500-Cl C	\$37
Chlorine, Total Residual (15 minute Hold Time) *	SM 4500-Cl F	\$29
Chromium III (24 hour Hold Time, calculated from Total & Hexavalent)	Various	by quote
Chromium VI (24 hour Hold Time) *	EPA 218.6	\$110
Chromium VI Low-Level (24 hour Hold Time) *	EPA 218.6 LL	\$130
Chromium VI (24 hour Hold Time for water)	EPA 7196A	\$75
Chromium VI (soil/solid samples with Alkaline Digestion)	EPA 7196A/3060A	\$120
Chromium VI (24 hour Hold Time for water)	EPA 7199	\$110
Chromium VI (soil/solid samples with Alkaline Digestion)	EPA 7199/3060A	\$155
Color (48 hour Hold Time) *	SM 2120 B	\$30
Cyanide, Total *	Kelada-01	\$55
Cyanide, Total *	SM 4500-CN E	\$63
Cyanide, Total (Soil/Solid)	EPA 9014	\$58
Cyanide, Reactive	EPA 9010C/9014	\$115
Cyanide, Amenable (includes total & Non-Amenable for calc.) *	SM 4500-CN G/E	\$130
Disinfection By-Products - single compound (Bromide, Bromate, Chlorate, or Chlorite) *	EPA 300.1	\$58

Disinfection By-Products - (Bromide, Bromate, Chlorate, & Chlorite) *	EPA 300.1	\$84
Dissolved Organic Carbon (Lab filtered, required within 48 hours) *	SM 5310 D	\$63
Dissolved Organic Carbon (Field filtered) *	SM 5310 D	\$58
Hardness, Total (by titration, non-routine) *	SM 2340 C	\$58
Hardness, Total (calculated from Ca & Mg) *	SM 2340 B	\$53
Ignitability (Solids or Liquids)	EPA 1010/A	\$85
Iron, Ferrous (15 minute Hold Time) *	SM 3500-Fe B	\$63
Iron, Ferric (15 minute Hold Time, calculated from Total & Ferrous Iron) *	SM 3500-Fe B	\$105
Mercaptans*	LACSD 258	\$155
Percent Moisture Content	SM 2540 G or ASTM D2216	\$20

* Testing can only be performed on water matrix.
Parameters shown in Bold have short Hold Times.

WET CHEMISTRY (Soil & Aqueous)

ANALYSIS	METHOD	UNIT PRICE
<u>Nitrogen</u>		
Ammonia (Segmented Flow Analyzer (SFA) *)	EPA 350.1	\$63
Ammonia (Titration with distillation)	SM 4500-NH3 B/C	\$68
Ammonia, Unionized (must include Total Ammonia, Field pH & temp)	SM 8010 F & SM 4500-NH3 B/C	\$74
Ammonia (Ion Selective Electrode (ISE) no distillation)*	SM 4500-NH3 D	\$53
Ammonia (Ion Selective Electrode (ISE) with distillation) Solids	SM 4500-NH3 B/D	\$63
Nitrate & Nitrite (preserved)	SM 4500-NO3 E	\$74
Total Kjeldahl (SFA)	EPA 351.2(M)	\$74
Total Organic (TKN & NH3)	EPA 351.2 & SM 4500-NH3 B/C	\$147
Total Nitrogen (TKN & NO2/NO3)	EPA 351.2 & SM 4500-NO3 E	\$152
Total Inorganic (NH3 & NO2/NO3)	SM 4500-NO3 E & 4500-NH3 B/C	\$147
Oil and Grease; Hexane Extractable Material (HEM)*	EPA 1664A/B	\$72
Oil and Grease; HEM + Silica Gel Treated (SGT)*	EPA 1664A/B	\$89
Oil and Grease (Soil); Hexane Extractable Material (HEM)	EPA 9071B	\$105
Oil and Grease (Soil); HEM + Silica Gel Treated (SGT)	EPA 9071B	\$125
Oxygen, Dissolved (15 minute Hold Time) *	SM 4500-O G	\$32
Paint Filter Liquids Test	EPA 9095B	\$32
pCBSA *	EPA 314.0 (M)	\$155
Perchlorate, Soil	EPA 314.0 (M)	\$115
Perchlorate, Water	EPA 314.0	\$80
Perchlorate, Low-level Water	EPA 314.0 LL	\$130
Perchlorate, Water *	EPA 331.0(M)	\$230
Perchlorate, Soil or Water	EPA 6850	\$285
pH (Hold Time: Midnight, day of receipt) *	EPA 9040B/C	\$20
pH (Hold Time: 15 minutes) *	SM 4500-H+ B	\$20
pH (Solids, Hold Time: Midnight, day of receipt)	EPA 9045C/D	\$23

Phenolics, Total *	EPA 420.1	\$68
Phosphate, Ortho (48 hour Hold Time) *	SM 4500-P B/E	\$63
Phosphate, Ortho (SFA) (water, 48 hour Hold Time) *	EPA 365.1 (M)	\$63
Phosphonates (24 hour Hold Time)*	HACH 8007	\$150
Phosphorous, Total	SM 4500-P B/E	\$58
Phosphorous, Total (SFA) *	EPA 365.1 (M)	\$58
Potassium Permanganate (24 hour Hold Time) *	SM 4500-KMnO ₄ B	\$120
Redox Potential (24 hour Hold Time) *	ASTM D1498	\$42
Salinity *	SM 2520 B	\$200
Sediment Concentration in Water *	ASTM D3977-97	\$120
<u>Solids (Residues)</u>		
Total Dissolved	SM 2540 C	\$30
Total Suspended *	SM 2540 D	\$30
Total *	SM 2540 B	\$30
Total Volatile *	SM 2540 E	\$58
Total Volatile Suspended *	SM 2540 E	\$55
Settleable (48 hour Hold Time) *	SM 2540 F	\$30
Volatile Dissolved *	SM 2540 E	\$58

* Testing can only be performed on water matrix.

Parameters shown in Bold have short Hold Times.

WET CHEMISTRY (Soil & Aqueous)

ANALYSIS	METHOD	UNIT PRICE
Specific Conductance	SM 2510 B	\$30
Specific Gravity, Density *	SM 2710 F	\$78
Sulfide, Total	SM 4500-S2 D or EPA 376.2	\$42
Sulfide, Dissolved (15 minute Hold Time) *	SM 4500-S2 B/D	\$53
Sulfide, Reactive	EPA 9034	\$115
Sulfide, Unionized (must incl. Diss. Sulfide, Conductance, Field pH, temp)	SM 4500-S2 H & 4500-S2 D	\$105
Surfactants (MBAS) (water, 48 hour Hold Time) *	SM 5540 C	\$63
Thiosulfates (48 hour Hold Time) *	LACSD 253A	\$155
Total Inorganic Carbon in Water/Liquids *	SM 5310 D (M)	\$63
Total Organic Carbon in Water/Liquids *	SM 5310 D	\$53
Total Organic Carbon in Soil/Solids (duplicate run)	EPA 9060A	by quote
Turbidity (48 hour Hold Time) *	SM 2130 B or EPA 180.1	\$30

* Testing can only be performed on water matrix.

Parameters shown in Bold have short Hold Times.

INCREMENTAL SAMPLING

Semi-volatile/non-volatile (Dry analysis)	ISM, Hawaii HEER TGM	\$150
Semi-volatile/non-volatile (Processed as received)	ISM, Hawaii HEER TGM	\$150
Volatile Organics (8260B) or TPH Gas	ISM, Hawaii HEER TGM	By quote
Metals Digestion, 10 gram sample (HEER Guidelines)	EPA 3050B, Hawaii HEER TGM	\$65
Mercury Digestion, 5 gram sample (HEER Guidelines)	EPA 7471A/B, Hawaii HEER TGM	\$65
Methanol kit for 8260 or GRO	EPA 5035A	By quote

The standard turn-around time for analysis from ISM is 10-15 working days but may vary depending upon the methods required and length of time required for sample to dry.

OTHER FEES	
DI Water Leach for Wet Chem analysis of Soil Samples	\$15
Sample Filtration	\$15
Sample Compositing (water/soil), per discrete sample*	\$10
Sample Homogenization (per sample)	\$15
Percent Moisture for Dry Weight Correction only (no certification)	\$18
Concrete Crushing (per sample; must be <1.5" diameter pieces)	\$60
Soil Sieving	\$75
Wipe Sample Kit (per method)	\$10
Nanopure DI Water (1 Liter, limit 5)	\$15

* Fee may be increased for difficult samples, e.g. marine sediments or soils tightly compacted into sampling sleeves.

Rate for flow weighted compositing is project specific and pre-approval is required.

ISCO SAMPLING		
24 Hour Composite Sampling	Per set-up	\$300
Sampling Service (Hourly, includes travel, collection, setup/takedown)	Per hour (minimum 3 hours)	\$100

Rate is for sites within our standard service area set-up during normal business hours; please confirm actual cost prior to scheduling.

AIR/VAPOR		
ANALYSIS	METHOD	UNIT PRICE
Volatile Organics by GC/MS Full Scan (Summa Canister)		
Full TO-15 List (Standard Target List)	EPA TO-15	\$175
Full TO-15 List + Fuel Oxygenates	EPA TO-15	\$190
Full TO-15 List + Oxygenates + Naphthalene	EPA TO-15	\$195
BTEX and/or MTBE Only	EPA TO-15	\$95
BTEX and Fuel Oxygenates	EPA TO-15	\$125
BTEX, Fuel Oxygenates + Naphthalene	EPA TO-15	\$150
Naphthalene	EPA TO-15	\$125
TO-15 Extended Target List	EPA TO-15	\$245
Add Tentatively Identified Compounds (Top 10 Peaks)	EPA TO-15	\$65
Full TO-14A Target List	TO-14A	\$190
BTEX or MTBE Only	TO-14A	\$100
Add Tentatively Identified Compounds	TO-14A	\$70
Volatile Organics by GC/MS Full Scan (Tedlar Bag, 3 day hold time)		
Full TO-15 List (Standard Target List)	EPA TO-15(M)	\$190
Full TO-15 List + Fuel Oxygenates	EPA TO-15(M)	\$205
Full TO-15 List + Oxygenates + Naphthalene	EPA TO-15(M)	\$210
BTEX and/or MTBE Only	EPA TO-15(M)	\$105
BTEX and Fuel Oxygenates	EPA TO-15(M)	\$135

BTEX, Fuel Oxygenates + Naphthalene	EPA TO-15(M)	\$165
Naphthalene	EPA TO-15(M)	\$135
TO-15 Extended Target List	EPA TO-15(M)	\$260
Add Tentatively Identified Compounds (Top 10 Peaks)	EPA TO-15(M)	\$70
Full TO-14A Target List	TO-14A(M)	\$205
BTEX or MTBE Only	TO-14A(M)	\$115
Add Tentatively Identified Compounds	TO-14A(M)	\$80
Analysis by GC (Summa Canister)		
TPH as Gasoline	EPA TO-3(M)	\$65
Gasoline Range Organics C ₆ -C ₁₂	EPA TO-3(M)	\$70
VOCs >= C ₃ as Hexane (SCAQMD permit compliance)	EPA TO-3(M)	\$65
C ₁ – C ₆ Hydrocarbon Speciation by GC/FID	EPA TO-3(M)	\$85
Fixed Gases (CO, CH ₄ N ₂ , O ₂ , CO ₂)	ASTM D1946	\$90
Fixed Gases (single compound)	ASTM D1946	\$65
Methane	ASTM D1946	\$70
Helium and/or Hydrogen	ASTM D1946 (M)	\$70
TGNMO and CH ₄	SCAQMD 25.1(M)	\$115
TGNMO, CH ₄ and fixed gases	SCAQMD 25.1(M)	\$145
Non-condensables analysis for fixed gases	SCAQMD 25.1(M)	\$100
Analysis by GC (Tedlar Bag, 3 day hold time)		
TPH as Gasoline	EPA TO-3(M)	\$75
Gasoline Range Organics C ₆ -C ₁₂	EPA TO-3(M)	\$80
VOCs >= C ₃ as Hexane (SCAQMD permit compliance)	EPA TO-3(M)	\$75
C ₁ – C ₆ Hydrocarbon Speciation by GC/FID	EPA TO-3(M)	\$95

* Requires individually certified Summa™ canisters and flow controllers.

Field sampling equipment fees are not included in the unit rates.

AIR/VAPOR		
ANALYSIS	METHOD	UNIT PRICE
Analysis by GC (Tedlar Bag, 3 day hold time) continued		
Fixed Gases (CO, CH ₄ N ₂ , O ₂)	ASTM D1946	\$105
Fixed Gases (CO ₂)	ASTM D1946	\$70
Methane	ASTM D1946	\$75
Helium and/or Hydrogen	ASTM D1946 (M)	\$75
Hydrogen Sulfide (24 hour HT)	EPA 16 GC/FPD	\$125
TGNMO and CH ₄	SCAQMD 25.1(M)	\$130
TGNMO, CH ₄ and fixed gases	SCAQMD 25.1(M)	\$160
Non-condensables analysis for fixed gases	SCAQMD 25.1(M)	\$115
Analysis from High Volume PUF Cartridges		
Polynuclear Aromatic Hydrocarbons	EPA TO-13A SIM	\$185
Pesticides	EPA TO-4A	\$195
Polychlorinated Biphenyls (PCBs - Aroclors)	EPA TO-4A	\$120
Particulates & Lead		
SCAQMD Rule 1420 Lead Analysis, high-vol. sampling	40 CFR, Part 50, App. G	\$55

PM 10 Particulate, high-vol. sampling	40 CFR, Part 50, App. J	\$45
TSP Particulate, high-vol. sampling	40 CFR, Part 50, App. J	\$45

Field sampling equipment fees are not included in the unit rates.

AIR/VAPOR SAMPLING EQUIPMENT & FEES

Air Sampling Rental Fees (maximum 2 week rental period)

One Liter canister (batch certified)	\$40
Six Liter canister (batch certified)	\$45
One liter canister (individually certified)	\$75
Six liter canister (individually certified)	\$80
Flow controller (8-24 hr sampling, batch certified)	\$35
Soil Gas Manifold (batch certified)	\$25
Duplicate Sampling "T" (batch certified)	\$25
Duplicate Sampling "T" (individually certified)	\$30
Sampling Snorkel (batch certified)	\$35
Sampling Snorkel (individually certified)	\$50

Air Sampling Supplies (purchase)

Teflon Tubing (per foot)	\$12
Quartz filters (each)	\$40
PUF Cartridge (high volume)*	\$65
Air Sampling bags, such as Tedlar, per 1 L bag	\$20
Brass Fittings (nut & Ferrule set, each)	\$5

Field sampling equipment fees are not included in the unit rates.

Eurofins Calscience provides air sampling bags as a service to our clients. Eurofins Calscience does not manufacture air sampling bags; we purchase them from our vendors. Eurofins Calscience will not be responsible for leaky or otherwise substandard performance of the air sampling bags supplied.

Billing for Sampling Equipment: Unused sample containers cannot be returned to Eurofins Calscience for reuse due to possible contamination issues. Once sampling equipment leaves the custody of Eurofins Calscience it is considered to have been used. Clients will be billed for all canisters, bags, or other sampling devices that have been provided unless otherwise agreed upon. Canisters and flow controllers not returned within two weeks are subject to additional rental charges.

*If the glass housing for the PUF Cartridge is returned broken or is lost a fee of \$100 will be charged.

MARINE CHEMISTRY

Sediment

ANALYSIS	METHOD	UNIT PRICE
Soxhlet Extraction (includes cleanups)	EPA 3540C/3541	\$100
Organochlorine Pesticides (requires soxhlet extraction)	EPA 8081A/B LL	\$175
Organochlorine Pesticides by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$300
Toxaphene & Chlordane Only (requires soxhlet extraction)	EPA 8081A/B LL	\$120
Polychlorinated Biphenyls (PCBs - Aroclors) (requires soxhlet extraction)	EPA 8082/A	\$115
Polychlorinated Terphenyls (PCTs - Aroclors: 5432, 5442, 5460)	EPA 8082/A	\$130
PCB Congeners (Eurofins Calscience list of 41 Congeners) by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$365

PCB Congeners – Extended Target List by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$420
Phenols Low-level by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$175
Phthalates Low-level by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$175
Polynuclear Aromatic Hydrocarbons by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$205
Pyrethroids by GC/TQ	EPA 8270D (M) TQ	\$395
Semivolatle Organics - Extended SIM List (BN&As) (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$350
Bisphenol A (GC/MS SIM)	EPA 8270C/D/E (M) SIM	\$200
Total Petroleum Hydrocarbons (TPH)-Gasoline	EPA 8015B/C/D (M)/GRO	\$55
TPH-Diesel	EPA 8015B/C/D (M)/GRO	\$65
TPH with Carbon Chain Breakdown (C6-C44)	EPA 8015B/C/D (M)/GRO	\$95
Oil & Grease	EPA 9071 B	\$115
Volatile Organic Compounds (VOCs) plus Fuel Oxygenates	EPA 8260B/C/D	\$130
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	\$390
Organotins – Tributyltin only	Krone et al. (GC/MS)	\$190
Total Organic Carbon (TOC)	EPA 9060A	by quote
Metals in Sediment: As, Cd, Cr, Cu, Pb, Ni, Se, Ag, Zn	EPA 6020/B or 6010B/D	\$175
Mercury	EPA 7471A/B	\$45
Ammonia, Total	SM 4500-NH3 B/C (M)	\$40
Chromium VI (includes alkaline digestion)	EPA 7196A/3060A	\$120
Chromium VI – Low Level (includes alkaline digestion)	EPA 7199/3060A	\$155
Moisture Content	ASTM D2216	\$20
Particle Size Analysis (Laser)	ASTM D4464 (M)	\$95
Sulfide, Total	EPA 376.2	\$40
Sulfide, Dissolved (Pore Water) (24 hour Hold Time)*	SM 4500-S2 D (M)	\$50

* Rate does not include centrifugation

Samples are subject to additional fees for homogenization, compositing, and/or GPC or other clean-up.

The standard turn-around time (TAT) is 10-15 working days but may vary depending upon the methods required.

MARINE CHEMISTRY

Elutriate Preparation

ANALYSIS	METHOD	UNIT PRICE
SET Set-up Charge		by quote
MET, EET, or DRET Set-up Charge		by quote
SET, per sample		by quote
MET, EET, or DRET, per sample		by quote

Seawater & Elutriates

ANALYSIS	METHOD	UNIT PRICE
Organochlorine Pesticides	EPA 8081A/B LL	\$155
Organochlorine Pesticides by GC/MS SIM	EPA 8270C/D/E (M) SIM	\$225
PCBs (Aroclors)	EPA 8082/A	\$105
Polychlorinated terphenyl (PCT's Aroclors: 5432, 5442, 5460)	EPA 8082/A	\$165
PCB Congeners (List of 41 Congeners) by GC/MS SIM	EPA 8270C/D/E (M) SIM	\$400

PCB Congeners – Extended List by GC/MS SIM	EPA 8270C/D/E (M) SIM	\$420
Phenols Low-level by GC/MS SIM	EPA 8270C/D/E (M) SIM	\$225
Phthalates Low-level by GC/MS/SIM	EPA 8270C/D/E (M) SIM	\$225
Polynuclear Aromatic Hydrocarbons by GC/MS SIM	EPA 8270C/D/E (M) SIM	\$215
Semivolatle Organics - Extended SIM List (BN&As)	EPA 8270C/D/E (M) SIM	\$350
Pyrethroids by GC/TQ	EPA 8270D (M) TQ	\$300
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	\$390
Organotins – Tributyltin only	Krone et al. (GC/MS)	\$190
Sea Water Metals: As, Cd, Cr, Cu, Pb, Ni, Se, Ag, Zn	EPA 6020/B or 200.8	\$300
Sea Water Metals Scan with Reductive Precipitation Preparation: Be, Cd, Cr, Co, Pb, Ni, Ag, Zn	SOP M225/EPA 200.8	\$300
Mercury	EPA 7470A	\$45
Oxygen, Dissolved	SM 4500-O G	\$50
Suspended Sediment	ASTM 3977-97	\$180
Total Suspended Solids	SM 2540 D	\$55
THB Reductive Precipitation Procedure	SOP M225	\$150

Tissue

ANALYSIS	METHOD	UNIT PRICE
Soxhlet Extraction (includes cleanups)	EPA 3540C/3541	\$100
Organochlorine Pesticides (requires soxhlet extraction)	EPA 8081A/B LL	\$205
Organochlorine Pesticides by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$300
PCBs (Aroclors) (requires soxhlet extraction)	EPA 8082/A	\$120
PCB Congeners (Eurofins list of 41 Congeners) by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$420
PCB Congeners – Extended List by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$470
Polynuclear Aromatic Hydrocarbons by GC/MS SIM (requires soxhlet extraction)	EPA 8270C/D/E (M) SIM	\$250
Semivolatle Organics - Extended SIM List (BN&As)	EPA 8270C/D/E (M) SIM	\$370
Pyrethroids by GC/TQ (requires soxhlet extraction)	EPA 8270D (M) TQ	\$395
Organotins (Dibutyltin, Monobutyltin, Tetrabutyltin, Tributyltin)	Krone et al. (GC/MS)	\$420
Tributyltin	Krone et al. (GC/MS)	\$215
Metals: As, Cd, Cr, Cu, Pb, Ni, Se, Ag, Zn	EPA 6020/B or 6010B/D	\$185
Mercury	EPA 7471A/B	\$45
Lipids **	SOP M489	\$70
Preperations & Clean-ups		
Silica Gel Cleanup (2 gram column)	EPA 3630C (M)	\$35
Sulfur Cleanup	EPA 3660B	\$35
Bivalve Shucking		By quote
Fish fileting (skin on or off)		\$85
Sample Compositing		\$15
Sample Homogenization (clams, worms, or whole fish)		\$45
Pore Water Preparation	Centrifugation	By quote

Samples are subject to additional fees for tissue preparation (e.g. shucking, dissections), homogenization, compositing, and/or GPC or other cleanup. Adequate sample volume must be received; please consults with our Project Manager prior to sampling. The standard turn-around time for tissue analysis is 15-25 working days depending upon the methods required.

** Unit rate assumes that Lipids is analyzed along with organics; stand alone rate is \$90

Fees For Certified Reference Material (CRM) or Standard Material (SRM) include the cost of the material plus analytical fee, as listed herein.

Client specified Duplicates and MS/MSD's will be charged as a separate analytical run if less than 10 samples are received per log-in. SRM's, if requested, will be charged as a separate analytical cost in addition to the actual cost of purchasing the SRM. Please provide at least 6 weeks' notice to your Project Manager prior to sample arrival in order for the lab to purchase the SRM; availability cannot be guaranteed. Fees For Certified Reference Material (CRM) or Standard Material (SRM) include the cost of the material plus analytical fee, as listed herein.

Please request updated detection limits prior to sample submission.

In the event that Eurofins discontinues an analytical method, we will attempt to locate a subcontract lab with the specified certifications and a comparable rate. However the listed rate and turnaround time cannot be guaranteed.

One dilution is included in Volatile Organic Compound analysis runs; Each subsequent dilution will be charged at 50% the analytical cost.

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	FMF Pandion, Inc.

Classification	Hourly Rate
Principal	\$321
Associate	\$277
Senior	\$219
Staff	\$160
Technician	\$102
Controller	\$160
Administrative	\$102

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Herrera Environmental Consultants, Inc.

Classification	Hourly Rate
Accounting Administrator I, II, III, IV	\$200
Accounting Administrator V	\$270
Administrative Coordinator II, II, IV	\$145
CAD Technician I, II	\$145
CAD Technician III, IV	\$175
Engineer I	\$145
Engineer II	\$170
Engineer III	\$200
Engineer IV	\$250
Engineer V	\$295
Engineer VI	\$320
Engineer VII	\$340
Engineer VIII	\$380
Engineering Intern	\$85
Environmental Technician	\$110
GIS Analyst I	\$105
GIS Analyst II	\$130
GIS Analyst III	\$160
GIS Analyst IV	\$200
GIS Analyst V	\$225
GIS Analyst VI	\$270
Landscape Architect III	\$170
Landscape Architect IV	\$190
Landscape Architect V	\$210
Landscape Architect VI	\$225
Landscape Designer I	\$125
Planner I	\$120
Planner II	\$150
Planner III	\$180
Planner IV	\$230
Planner V	\$250
Planner VIII	\$350
Project Accountant I, II, III, IV	\$260
Scientist I	\$135
Scientist II	\$145
Scientist III	\$180
Scientist IV	\$230
Scientist V	\$260
Scientist VI	\$310
Scientist VII	\$330
Scientist VIII	\$345

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Hylan West, Inc.

Classification	Hourly Rate
Program Manager – Reg	\$322.40
Program Manager – OT	\$483.60
Program Manager – Double Time	\$644.80
Project Manager – Reg	\$218.40
Project Manager- OT	\$327.60
Project Manager – Double Time	\$436.80
Superintendent – Reg	\$218.40
Superintendent- OT	\$327.60
Superintendent – Double Time	\$436.80
Supervisor – Reg	\$196.56
Supervisor- OT	\$294.84
Supervisor – Double Time	\$393.12
Operator – Reg	\$156.00
Operator- OT	\$234.00
Operator – Double Time	\$312.00
Laborer – Reg	\$148.20
Laborer- OT	\$222.30
Laborer – Double Time	\$296.40
Telecom Technician – Reg	\$98.80
Telecom Technician – OT	\$148.20
Telecom Technician – Double Time	\$197.60
Project Administrator – Reg	\$98.80
Project Administrator – OT	\$148.20
Project Administrator – Double Time	\$197.60
Project Assistant – Reg	\$72.80
Project Assistant – OT	\$109.20
Project Assistant – Double Time	\$145.60

Prime Firm: Tetra Tech	Tetra Tech, Inc.
Subconsultant Firm:	Hylan West, Inc.

Classification	Hourly Rate
1-Ton	\$34.83
Mini-Excavator	\$67.14
Backhoe	\$80.85
5 Yard Dump	\$60.62
Air Compressor	\$27.06
Hogg Davis	\$76.23
Reel Trailer	\$14.83
Dump or Utility Trailer	\$15.58
Skid Steer / Roller / Forklift	\$67.00
Bore Machine	\$482.47
Vacuum Trailer	\$73.92
Water Truck	\$61.35
Steel Plates	\$10.11
Arrow Boards	\$18.82
Light Towers	\$17.30
Manhole Package	\$23.10
Generator – 5000 Watts	\$16.98
Microfiber Blower / Compressor	\$48.08
Fujikura Fiber Splice Machine	\$40.10

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Kayuga Solution, Inc.

Classification	Hourly Rate
Principal Consultant	\$235.00
Senior Management Consultant	\$195.00
Management Consultant	\$165.00
Asset Management Specialist	\$175.00
GIS Specialist	\$150.00
Data Collection Specialist	\$110.00

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	PERC Water Corporation

Classification	Hourly Rate
Administration	\$137
Area Operations Manager	\$275
Assistant Project Manager /Project Engineer	\$207
Construction Foreman	\$158
Construction Superintendent	\$210
Construction Technician / Laborer	\$137
Director	\$340
Instrumentation & Control Tech	\$190
Maintenance Laborer	\$160
Operations Technician	\$122
Operator: Wastewater Grade I, Water D1 / T1	\$146
Operator: Wastewater Grade II, Water D2 / T2,	\$181
Operator: Wastewater Grade III, Water D3 / T3	\$186
Operator: Wastewater Grade IV, Water D4 / T4	\$207
Operator: Wastewater Grade V, Water D5 / T5	\$231
Plant Manager	\$275
Principal / Vice President	\$431
Project Coordinator	\$172
Project Manager	\$292
Senior Project Manager	\$331
Startup and Commissioning Manager	\$303
Technical Writer / Sr. Administration	\$158
Water Superintendent /Maintenance Manager	\$224

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	PHYSIS Environmental Laboratories, Inc.

Classification	Hourly Rate Contract Years 2024-2026	Hourly Rate Renewal Years 2027-2028
Lab Director/ Manager	\$ 124.00	\$ 133.00
Project Manager	\$ 104.00	\$ 112.00
Supervising Chemist	\$ 99.00	\$ 106.00
Technicians	\$ 44.00	\$ 47.00
Clerical Staff	\$ 39.00	\$ 42.00

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Richard Watson & Associates, Inc.

Classification	Hourly Rate
Principal	\$257.00
Associate	\$207.00
Assistant Planner	\$126.00
Computer Graphics	\$123.00
Editorial	\$104.00
Clerical	\$79.00

Additional Services	Hourly Rate
Consultation Relative to Legal Actions	\$370.00
Deposition and Court Testimony	\$450.00
Videography/Media Support	Rates Available on Request

*Other specialized services available at rates to be determined. See General Provisions for additional information

PROVISIONS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

GENERAL PROVISIONS

1. Travel, reproduction, delivery and supply costs will be billed at cost plus 10%.
2. On-site reproduction will be billed at \$0.16 per page.
3. Hourly rates apply to work time as well as travel time and waiting time that occurs at public hearings, depositions, or court testimony.

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Southern California Coastal Water Research Project

Classification	Hourly Rate
Department Head	\$294.00
Principal Scientist/Engineer	\$243.00
Senior Scientist/Engineer	\$201.00
Scientist/Engineer	\$168.00
Research Coordinator	\$161.00
Senior Research Technician	\$139.00
Research Technician	\$114.00
Laboratory Assistant	\$73.00

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Sustainable Landesign

Classification	Hourly Rate
Principal Landscape Architect	\$275
Senior Landscape Architect	\$250
Landscape Architect	\$175
Landscape Designer	\$150
CAD	\$140
Administrative / Contract Admin.	\$110

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	United Storm Water, Inc.

EQUIPMENT- OPERATOR INCLUDED	TRAVEL TIME NOT INCLUDED IN RATES (INVOICED ROUND TRIP)			TRAVEL TIME INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)		
	STANDARD STRAIGHT TIME	STANDARD OVER- TIME	STANDARD HOLIDAY TIME	PREV. WAGE STRAIGHT TIME	PREV. WAGE OVER- TIME	PREV. WAGE DOUBLE TIME/ HOLIDAY
Vacuum Truck, 50 BBLs Mild Steel	\$144.00	\$176.00	\$208.00	\$295.00	\$369.00	\$450.00
Vacuum Truck, 50 BBLs Stainless Steel	\$146.00	\$178.00	\$210.00	\$298.00	\$372.00	\$453.00
Vacuum Truck, 70 BBLs Stainless Steel	\$153.00	\$185.00	\$217.00	\$307.00	\$381.00	\$463.00
Vacuum Truck, 120 BBLs Fiberglass Lined	\$194.00	\$226.00	\$258.00	\$364.00	\$438.00	\$519.00
Vacuum Truck, 120 BBLs Mild Steel	\$146.00	\$178.00	\$210.00	\$298.00	\$372.00	\$453.00
Vacuum Truck, 120 BBLs Stainless Steel	\$153.00	\$185.00	\$217.00	\$307.00	\$381.00	\$463.00
Vacuum Truck, 142 BBLs 3- Compartment Stainless Steel	\$194.00	\$226.00	\$258.00	\$364.00	\$438.00	\$519.00
Combo Vactor/Jetter Truck	\$277.00	\$309.00	\$341.00	\$478.00	\$552.00	\$633.00
Combo Vactor/Jetter Truck- Water Recycling	\$350.00	\$382.00	\$414.00	\$578.00	\$652.00	\$733.00
Vactor/Guzzler	\$258.00	\$290.00	\$322.00	\$452.00	\$526.00	\$607.00
Vactor/Guzzler-High Rail	\$271.00	\$303.00	\$335.00	\$469.00	\$543.00	\$625.00
Vactron With Onboard Pressure Washer	\$145.00	\$177.00	\$209.00	\$283.00	\$348.00	\$423.00

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	United Storm Water, Inc.

EQUIPMENT- OPERATOR INCLUDED	TRAVEL TIME NOT INCLUDED IN RATES (INVOICED ROUND TRIP)			TRAVEL TIME INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)		
	STANDARD STRAIGHT TIME	STANDARD OVER- TIME	STANDARD HOLIDAY TIME	PREV. WAGE STRAIGHT TIME	PREV. WAGE OVER- TIME	PREV. WAGE DOUBLE TIME/ HOLIDAY
Mini-Me (Low Profile Vac Truck)	\$149.00	\$181.00	\$213.00	\$289.00	\$354.00	\$428.00
Backhoe/Cat 950 Loader Transport	\$191.00	\$223.00	\$255.00	\$359.00	\$433.00	\$515.00
Cushion Truck	\$177.00	\$209.00	\$241.00	\$327.00	\$392.00	\$467.00
Drop Deck- 48 Foot	\$149.00	\$181.00	\$213.00	\$285.00	\$349.00	\$422.00
Dump Truck, 2-Axle	\$144.00	\$176.00	\$208.00	\$278.00	\$342.00	\$415.00
Enclosed Van- 28 Foot w/Liftgate	\$136.00	\$168.00	\$200.00	\$267.00	\$331.00	\$404.00
Enclosed Van- 45 to 48 Foot	\$149.00	\$181.00	\$213.00	\$285.00	\$349.00	\$422.00
Enclosed Van- 53 Foot w/Liftgate	\$150.00	\$182.00	\$214.00	\$286.00	\$350.00	\$423.00
End Dump Truck	\$155.00	\$187.00	\$219.00	\$293.00	\$357.00	\$430.00
Roll-Off Truck	\$149.00	\$181.00	\$213.00	\$215.00	\$259.00	\$312.00
Roll-Off Truck (Rocket Launcher)	\$154.00	\$186.00	\$218.00	\$222.00	\$266.00	\$319.00
Roll-Off Truck & Trailer (Tandem)	\$154.00	\$186.00	\$218.00	\$222.00	\$266.00	\$319.00

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	United Storm Water, Inc.

EQUIPMENT- OPERATOR INCLUDED	TRAVEL TIME NOT INCLUDED IN RATES (INVOICED ROUND TRIP)			TRAVEL TIME INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)		
	STANDARD STRAIGHT TIME	STANDARD OVER- TIME	STANDARD HOLIDAY TIME	PREV. WAGE STRAIGHT TIME	PREV. WAGE OVER- TIME	PREV. WAGE DOUBLE TIME/ HOLIDAY
Tractor for Spill Response Trailer (Mobe & Demobe)	\$140.00	\$172.00	\$204.00	\$272.00	\$336.00	\$410.00
Tractor, 3-Axle	\$136.00	\$168.00	\$200.00	\$267.00	\$331.00	\$404.00
Water Truck (1,500 gal)	\$145.00	\$177.00	\$209.00	\$279.00	\$343.00	\$417.00
Overnight Demurrage on Vacuum Tanker	\$318.00/day					
Overnight Demurrage on End Dump or Dry Van	\$106.00/day					

EQUIPMENT- OPERATOR NOT INCLUDED	RATE	UNIT
Biowaste Trailer	\$ 255.00	day
Company Auto	\$ 35.00	hr
Trailer- Cargo Trailer (12 Foot)	\$ 27.00	hr
Trailer- Incident Command Center Trailer (36 Foot)	\$ 1,042.00	day
Trailer- Incident Response Trailer (50 Foot)	\$ 1,158.00	day
Pick-Up Truck	\$ 41.00	hr
Stakebed Truck W/Liftgate	\$ 62.00	hr
Utility Truck (E.R.)	\$ 72.00	hr
Bobcat Loader With Trailer	\$ 118.00	hr
Bobcat Loader Auger Attachment	\$ 149.00	day
Bobcat Loader Breaker Attachment	\$ 239.00	day
Bobcat Loader Grappler Attachment	\$ 149.00	day
Bobcat Loader Sweeper Attachment	\$ 149.00	day
Excavator- Mini Excavator With Trailer	\$ 103.00	hr
Forklift With Trailer (4000 thru 6000 lb. Capacity)	\$ 350.00	day

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	United Storm Water, Inc.

PERSONNEL	TRAVEL TIME NOT INCLUDED IN RATES (INVOICED ROUND TRIP)			TRAVEL TIME INCLUDED IN RATES (INVOICED FOR ONSITE TIME ONLY)		
	STANDARD STRAIGHT TIME	STANDARD OVER-TIME	STANDARD HOLIDAY TIME	PREV. WAGE STRAIGHT TIME	PREV. WAGE OVER-TIME	PREV. WAGE DOUBLE TIME/HOLIDAY
Administrative Clerk	\$52.00	\$77.00	\$102.00	\$52.00	\$77.00	\$102.00
Confined Space Rescue Specialist	\$114.00	\$139.00	\$164.00	\$241.00	\$296.00	\$361.00
Chemist	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%
Environmental Safety Coordinator	\$97.00	\$122.00	\$147.00	\$217.00	\$273.00	\$337.00
Equipment Operator	\$91.00	\$116.00	\$141.00	\$222.00	\$286.00	\$358.00
Industrial Hygienist	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%	Cost + 20%
Project Manager	\$97.00	\$122.00	\$147.00	\$217.00	\$273.00	\$337.00
Supervisor	\$82.00	\$107.00	\$132.00	\$197.00	\$252.00	\$317.00
Technician	\$66.00	\$91.00	\$116.00	\$175.00	\$230.00	\$295.00
Subsistence: No Layover (8-Hour Period)	\$24.00/meal					
Subsistence: With Layover	\$313.00/man					

SUPPORT EQUIPMENT	RATE	UNIT
Dustless Bead Blaster, Walk Behind (Media Not Included)	\$ 97.00	hr
Hydroblaster (10,000 psi)	\$ 91.00	hr
Hydro-Dig Attachment	\$ 255.00	day
Hydrotech High Pressure Wash Unit (Applies up to 8 Hours)	\$ 78.00	hr
Hydrotech High Pressure Wash Unit (Applies over 8 Hours)	\$ 688.00	day
Jetter Unit, Towable (4000 psi) (Applies up to 8 Hours)	\$ 91.00	hr
Jetter Unit, Towable (4000 psi) (Applies over 8 Hours)	\$ 804.00	day
Mercury Vacuum	\$ 255.00	day
Mercury Vacuum, HEPA Filter	\$ 192.00	ea
Pressure Washer- Cold Water (2500-3000 psi)	\$ 477.00	day
Pressure Washer- Hot Water (3600 psi)	\$ 477.00	day
Steam Cleaner	\$ 46.00	hr
Wet Dry Vacuum (16 gal)	\$ 46.00	day

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	United Storm Water, Inc.

SUPPORT EQUIPMENT	RATE	UNIT
Wet Dry Vacuum, HEPA Filter	\$ 96.00	ea
Hand Auger Kit (Excluding Brass Sleeves)	\$ 192.00	day
Brass Sample Sleeve	\$ 46.00	ea
Concrete Coring Machine (6" Max. Diameter)	\$ 192.00	day
Draeger Tester Pump	\$ 41.00	day
Draeger Test Tubes	\$ 21.00	ea
Hazcat Kit	\$ 224.00	day
Hazcat Test	\$ 73.00	test
Chain Saw (16")	\$ 91.00	day
Concrete Saw (Includes 1 Blade)	\$ 234.00	day
Concrete Saw Additional Blade	\$ 165.00	ea
Cutting Torch	\$ 192.00	day
Gas Cut Off Saw (Includes 1 Blade)	\$ 128.00	day
Gas Cut Off Saw Additional Blades	\$ 58.00	ea
Plasma Cutter	\$ 224.00	day
Sawzall/Skill Saw (Includes 1 Blade)	\$ 65.00	day
Sawzall/Skill Saw Additional Blade	\$ 20.00	ea
Air Blower (Electric)	\$ 117.00	day
Air Blower (Spark Proof)	\$ 192.00	day
Air Gas Monitor (5-Gas)	\$ 116.00	day
Confined Space Gear	\$ 447.00	day/per crew
Cylinder- Bottled Air Cylinder (300 cu. ft.)	\$ 116.00	day
Cylinder- Bottled Air Cylinder Recharge (300 cu. Ft.)	\$ 110.00	ea
Cylinder- Positive Pressure Mask W/Egress & Air Line	\$ 73.00	day
Cylinder- Scott Air Pack Cylinder (Self-Contained 60 Minute)	\$ 154.00	day
Cylinder- Scott Air Pack Cylinder (Extra 60 Minute)	\$ 78.00	day
Hazardous/Acid Suit (Level A)	\$ 288.00	day
Hazardous Suit (Level B)	\$ 110.00	day
PID Gas Monitor	\$ 224.00	day
Lifeline & Safety Harness	\$ 65.00	day
Mercury Vapor Analyzer	\$ 447.00	day
Portable Eyewash	\$ 32.00	day
Pre & Post Lead Exposure Blood Test	\$ 97.00	ea
Tripod Manlift	\$ 58.00	day
Venturi Air Blower (Air Compressor Not Included)	\$ 180.00	day
Arrow Board	\$ 122.00	day
Traffic Cones	\$ 3.00	day/ea

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	United Storm Water, Inc.

SUPPORT EQUIPMENT	RATE	UNIT
Traffic Signs	\$ 12.00	day/ea
Air Compressor (Gas Powered)	\$ 53.00	day
Air Compressor (9.2 CFM)	\$ 180.00	day
Air Compressor (110-150 CFM)	\$ 231.00	day
Air Compressor (375 CFM)	\$ 610.00	day
Bypass Plug (1 1/2" to 4")	\$ 143.00	week
Bypass Plug (4 1/2" to 12")	\$ 180.00	week
Bypass Plug (13" to 24")	\$ 383.00	week
Bypass Plug (25" to 40")	\$ 677.00	week
CCTV Camera- Push Camera	\$ 78.00	hr
Containment Pool	\$ 255.00	day
Drum Header	\$ 34.00	day
Drum Dolly	\$ 27.00	day
Drum Grabber	\$ 65.00	day
Drum Pump (Poly)	\$ 24.00	day
Drum Turner (Hydraulic)	\$ 320.00	day
Drum Vacuum	\$ 128.00	day
Generator (3.6 KW)	\$ 97.00	day
Generator (10 KW)	\$ 128.00	day
Hard Boom	\$ 10.00	day
Hose- Fire Hose (50' L x 2 1/2" Dia.)	\$ 41.00	day
Hose- Discharge Hose (25' L x 3" Dia.)	\$ 52.00	day
Jack Hammer (Electric)	\$ 128.00	day
Jack Hammer (Pneumatic)	\$ 103.00	day
Ladder- 28' Extension	\$ 101.00	day
Ladder- 8' Folding	\$ 46.00	day
Ladder- 32' Folding	\$ 84.00	day
Lighting- Auxiliary Lighting (Excludes Power Source)	\$ 97.00	day/ea
Lighting- Portable Light Plant	\$ 205.00	day
Magnetic Patch- Small	\$ 638.00	day
Magnetic Patch- Large	\$ 1,275.00	day
Miscellaneous Tools (Ropes, Buckets, Wrenches)	\$ 52.00	day
Oil-Water Skimmer	\$ 231.00	day
Pallet Jack	\$ 44.00	day
Pencil Vibrator	\$ 69.00	day
Pump- 1 1/2" Submersible Pump	\$ 97.00	day
Pump- 4" Submersible Pump	\$ 428.00	day

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	United Storm Water, Inc.

SUPPORT EQUIPMENT	RATE	UNIT
Pump- 3 Inch Trash Pump	\$ 116.00	day
Pump- Wilden M Series Diaphragm Pump	\$ 128.00	day
Rivet Buster/Chipper (Includes 1 bit)	\$ 91.00	day
Rivet Buster/Chipper Extra Bits	\$ 21.00	ea
Roll-About Tool Box (Includes Assorted Tools)	\$ 320.00	day
Rotary Hammer	\$ 103.00	day
Scales- Portable Truck Scales	\$ 339.00	day
Sewer Snake (Electric)	\$ 143.00	hr
Soil Tamper (Gasoline Operated)	\$ 58.00	day
Shovel, Push Broom, Squeegee, or Scraper	\$ 8.00	day
Water Tank, Towable (500 gal)	\$ 180.00	day
Wheelbarrow	\$ 21.00	day

RENTAL EQUIPMENT	RATE	UNIT
Bin Liner- Dewatering Bin Fabric Liner (130 micron)	\$ 204.00	ea
Bin Liner- Roll-Off Bin Plastic Liner	\$ 42.00	ea
Bin Rental- 10 & 15 Yard Roll-Off Bins	\$ 18.00	day
Bin Rental- 20 Yard Dewatering Roll-Off Bins	\$ 58.00	day
Bin Rental- 20 & 40 Yard Roll-Off Bins	\$ 25.00	day
Message Board Rental	\$ 319.00	wk
Ramp Rental	\$ 31.00	pair/day
Ramp Rental- Towable Ramp	\$ 134.00	day
Storage Tank Rental, Skid Mounted (7500-10000 gal.)	\$ 52.00	day

CONSUMABLES	RATE	UNIT
Absorbent (Superfine)	\$ 21.00	bag
Absorbent Sock (2" Dia, ZPG)	\$ 10.00	ft
Absorbent Booms (3" Diameter x 10' Long)	\$ 33.00	ea
Absorbent Pads	\$ 212.00	bale
All Purpose Cleaner (Fabuloso)	\$ 15.00	gal
Bleach	\$ 15.00	gal
Citric Acid	\$ 10.00	lb
Caustic Soda (Bead)	\$ 10.00	lb
Caustic Soda (Flake)	\$ 7.00	lb
Gold Crew	\$ 85.00	gal
Soda Ash	\$ 7.00	lb
Simple Green / Kleen Green	\$ 21.00	gal

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	United Storm Water, Inc.

CONSUMABLES	RATE	UNIT
Sugar	\$ 7.00	lb
Vermiculite	\$ 79.00	bag
Neozyme	\$ 69.00	gal
Cardboard Box-- 4' to 8' Long (For Light Tubes)	\$ 21.00	ea
Cubic Yard Box With Pallet	\$ 125.00	ea
Drum Liner- 55 gal.	\$ 9.00	ea
Fiber Drum- 20 gal. D.O.T. (New)	\$ 121.00	ea
Fiber Drum- 30 gal. D.O.T. (New)	\$ 150.00	ea
Fiber Drum- 55 gal. D.O.T. (New)	\$ 216.00	ea
Fiber Drum- 55 gal. D.O.T. (Reconditioned)	\$ 38.00	ea
Overpack Poly Drum- 95 gal. (New)	\$ 522.00	ea
Overpack Poly Drum- 95 gal. (Reconditioned)	\$ 172.00	ea
Overpack Poly Drum-85 gal. (New)	\$ 406.00	ea
Overpack Poly Drum-85 gal. (Reconditioned)	\$ 157.00	ea
Overpack Steel Drum- 85 gal. (New)	\$ 552.00	ea
Overpack Steel Drum- 85 gal. (Reconditioned)	\$ 165.00	ea
Pail- 5 gal. D.O.T. (With Snap/Screw Lid)	\$ 35.00	ea
Poly Drum Open Top- 15 gal. D.O.T. (New)	\$ 111.00	ea
Poly Drum Closed Top- 15 gal. D.O.T., White (New)	\$ 172.00	ea
Poly Drum Open Top- 30 gal. D.O.T. (New)	\$ 152.00	ea
Poly Drum Open Top- 30-gal. D.O.T. (Reconditioned)	\$ 97.00	ea
Poly Drum Closed Top- 30-gal. D.O.T., White (New)	\$ 93.00	ea
Poly Drum Closed Top- 55 gal. D.O.T. (Reconditioned)	\$ 57.00	ea
Poly Drum Open Top- 55 gal. D.O.T. (New)	\$ 188.00	ea
Poly Drum Open Top- 55-gal. D.O.T. (Reconditioned)	\$ 106.00	ea
Poly Drum Closed Top- 55-gal. D.O.T., Clear (New)	\$ 94.00	ea
Poly Drum Closed Top- 55-gal. D.O.T., White (New)	\$ 177.00	ea
Poly Tote- 275 gal. D.O.T. (New)	\$ 542.00	ea
Sample Jar	\$ 8.00	ea
Sample Tubes (Glass)	\$ 6.00	ea
Steel Drum Open Top- 30 gal. D.O.T. (New)	\$ 218.00	ea
Steel Drum Closed Top- 30 gal. D.O.T. (New)	\$ 174.00	ea
Steel Drum Open Top- 55 gal. D.O.T. (Reconditioned)	\$ 114.00	ea
Steel Drum Open Top- 55 gal. D.O.T. (New)	\$ 244.00	ea
Steel Drum Closed Top- 55 gal. D.O.T. (New)	\$ 244.00	ea
Super Sack	\$ 94.00	ea
Gloves- Rubber Gloves	\$ 9.00	pair

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	United Storm Water, Inc.

CONSUMABLES	RATE	UNIT
Gloves- Viton Gloves (For PCBs)	\$ 349.00	pair
P.P.E. (Gloves, Tyvek, and Respirator)	\$ 66.00	day/person
Rain Gear- Heavy Weight	\$ 42.00	ea
Rain Gear- Light Weight	\$ 40.00	ea
Respirator Cartridge- Dual Half-Face	\$ 33.00	day
Respirator Cartridge- Dual Full-Face	\$ 64.00	ea
Respirator Cartridge- Single	\$ 28.00	ea
Saranex Suit	\$ 74.00	ea
Sigel Suit (Acid Suit)	\$ 75.00	day
Tyvek Suit (White)	\$ 20.00	ea
Tyvek Suit (Poly)	\$ 30.00	ea
Bags- Bio-Waste Bags (30 gal.)	\$ 3.00	ea
Bags- Heavy Duty Plastic Bags	\$ 3.00	ea
Bags- Air Bags	\$ 33.00	ea
Caution Tape (Harris)	\$ 48.00	roll
Cement-Regular (90 lb. Bag)	\$ 18.00	ea
Cement-Ready Mix (60 lb. Bag)	\$ 11.00	ea
Chlor-D-Tect Test Kit	\$ 40.00	ea
Duct Tape	\$ 17.00	roll
Flex Hose- 6" Disposable	\$ 20.00	ft
Flex Hose- 4" Disposable	\$ 6.00	ft
Hudson Sprayer	\$ 59.00	ea
Labels- Hazardous Waste Labels	\$ 3.00	ea
Placards (Aluminum)	\$ 11.00	ea
Plastic Sheeting, 10 mil (Black, 20'W x 100'L)	\$ 293.00	roll
Plastic Sheeting, 4 mil (Clear, 20'W x 100'L)	\$ 103.00	roll
Plastic Sheeting, 6 mil (Clear, 20'W x 100'L)	\$ 178.00	roll
Plastic Sheeting, 10 mil (Clear, 20'W x 100'L)	\$ 293.00	roll
Pump- Disposable Hand Pump	\$ 68.00	ea
Rags (Box)	\$ 93.00	box
Rags (Half Box)	\$ 47.00	half box
Sand Bag	\$ 7.00	ea
Shrink Wrap- 20" Stretch Film	\$ 87.00	roll
Silt Fencing (3'W x 100'L)	\$ 89.00	ea
Silt Fencing (3'W x 300'L)	\$ 265.00	ea
Track Mats	\$ 392.00	ea
Wattle (8.5" Dia. x 25' Long)	\$ 71.00	ea

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	United Storm Water, Inc.

OUTSIDE SERVICES	RATE
Outside Services	Cost Plus 20%
Disposal Fee	Cost Plus 20%
Washout Fee- Hazardous Waste	Cost Plus 20%
Washout Fee- Non-Hazardous Waste	Cost Plus 20%
Washout Fee- Disposal Facility	Cost Plus 20%
Laboratory Analysis	Cost Plus 20%
United Pumping Profile Charge (Administrative)	\$ 78.00 /ea

Prime Firm:	Tetra Tech, Inc.
Subconsultant Firm:	Watearth, Inc.

Classification	Hourly Rate
Principal	\$435.00
Managing Engineer	\$320.00
Sr. Project Manager	\$290.00
Project Manager	\$220.00
Project Coordinator	\$160.00
Sr. Engineer	\$270.00
Engineer	\$215.00
Assistant Engineer	\$160.00
Sr. Environmental Planner	\$240.00
Environmental Planner	\$170.00
Sr. Environmental Scientist	\$240.00
Environmental Scientist	\$200.00
Assistant Environmentalist	\$135.00
Geologist	\$200.00
Sr. Hydrologist	\$215.00
Hydrologist	\$200.00
Sr. Landscape Architect or Designer	\$240.00
Landscape Architect or Designer	\$180.00
Sr. Designer	\$205.00
Designer	\$150.00
Sr. GIS Specialist	\$205.00
GIS Specialist	\$170.00
Sr. Surveyor	\$205.00
Surveyor	\$170.00
Sr. Inspector	\$205.00
Inspector	\$160.00
Outreach or Communications Specialist	\$190.00
Technical Editor	\$150.00
Graphic Designer	\$150.00
Project Controls	\$190.00
Administrative Assistant	\$115.00

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	9/4/2024	
BOARD MEETING DATE	N/A	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff	
SUBJECT	Advance notification to the Board of intent to enter into negotiations to extend Agreement Number 42201 with DataWorks Plus, LLC.	
PROGRAM	Digital Mugshot System Maintenance and Support Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Maintenance and support services are needed for the existing system while the Department completes the solicitation for a replacement system.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	The current Contract expires on February 7, 2025.	
COST & FUNDING	Total cost: \$ TBD	Funding source: Automated Fingerprint Identification System (AFIS) Fund
	TERMS (if applicable): Two years	
	Explanation: This is a zero net-County-cost amendment.	
PURPOSE OF REQUEST	Extension of the current Agreement for Digital Mugshot System Maintenance and Support Services for an additional two-year period, from February 8, 2025 through and including February 7, 2027.	
BACKGROUND (include internal/external issues that may exist including any related motions)	As a critical component of the LACRIS network, the system provides law enforcement agency access to a computerized investigative tool that matches subject photos against existing criminal booking photos utilizing highly sophisticated proprietary functions customized for the County's needs.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Alex Madera, Contracts Manager, (213) 229-3276, AMaderal@lasd.org • Lt. Derek Sabatini, Project Director (562) 345-4319, DSSabati@lasd.org 	

September 4, 2024

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

Dear Supervisors:

**ADVANCE NOTIFICATION OF INTENT TO ENTER INTO NEGOTIATIONS
FOR A SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT NUMBER 42201
WITH DATAWORKS PLUS, LLC, FOR DIGITAL MUGSHOT SYSTEM
MAINTENANCE AND SUPPORT SERVICES**

SUBJECT

This letter provides notification to the Board, in accordance with Board Policy 5.100, that the Los Angeles County (County) Sheriff's Department (Department) intends to enter into negotiations for a Sole Source Amendment (Amendment) to Agreement Number 42201 (Agreement) with DataWorks Plus, LLC, (DataWorks) for continued maintenance and support services (Services) for the Digital Mugshot System (System).

PURPOSE

The current Agreement expires on February 7, 2025. The proposed Amendment will extend the term of the Agreement for an additional two-year period, from February 8, 2025, through and including February 7, 2027. The continuation of Services is critical for the uninterrupted operation of the System, which allows the Department the ability to document and identify criminal suspects and solve crimes in fulfillment of its legal responsibility to the public. The requested extension will allow the Department to complete the solicitation process for a successor contract and allow the awarded contractor to successfully implement the successor system.

BACKGROUND

The Board approved Agreement Number 42201 on January 20, 2015, with an effective date of February 8, 2015, and an original expiration date of February 7, 2019.

The Los Angeles County Regional Identification System (LACRIS), which is part of the State codified program for regional biometric-based identification, manages the System. As a critical component of the LACRIS network, it provides law enforcement agencies access to a computerized investigative tool that matches subject photos against existing criminal booking photos utilizing highly sophisticated proprietary functions customized for the County's law enforcement agencies needs. These law enforcement agencies include the Department, Los Angeles Police Department, and over 60 additional member-agencies of LACRIS.

The Agreement has been amended four times, to among other things, extend the term of the Agreement.

On January 19, 2023, the Department released Request for Proposals (RFP) Number 582-SH. The Department received two proposals in response to the RFP. During the evaluation phase of the RFP, the Department discovered information that required amending the mandatory system requirements in order to maintain the integrity of the solicitation process. Thus, the Department cancelled the RFP on September 14, 2023.

On February 16, 2024, the Department re-released RFP Number 582-SH. The Department anticipates selecting a contractor in early 2025.

FISCAL IMPACT/FINANCING

The Agreement is funded in whole by the Automated Fingerprint Identification System (AFIS) fund at zero-net-cost to County. The Department will also seek approval from the LACRIS governing board, namely the Remote Access Network Board, to use additional AFIS funding for the proposed Amendment.

SOLE SOURCE JUSTIFICATION

The System is proprietary to DataWorks. DataWorks does not license, certify, or otherwise endorse any third party to maintain its proprietary System technology.

Approval of this action will ensure the most efficient continuation of Services while the Department completes the solicitation process and successfully implements the new System. The Department anticipates the new system reaching Final Acceptance in early 2027.

CONCLUSION

Pursuant to Board Policy, the Department will proceed with Sole Source negotiations in four weeks, unless otherwise instructed by the Board.

Should you have any questions, please contact Contracts Manager Alex Madera, Fiscal Administration Bureau, Contracts Unit, at (213) 229-3276.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:LT:lt

(Fiscal Administration Bureau, Contracts Unit)

c: Board of Supervisors, Justice Deputies
Edward Yen, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Rene Phillips, Manager, Chief Executive Office (CEO)
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Michael Xie, Senior Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Cammy C. DuPont, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Brian Yanagi, Chief, Technology and Support Division (TSD)
Glen Joe, Assistant Division Director, ASD
Chris Kovac, Commander, TSD
Richard F. Martinez, Assistant Division Director, ASD
David E. Culver, Director, Financial Programs Bureau
Rene A. Garcia, Lieutenant, ASD
Erica M. Nunes, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Derek Sabatini, Lieutenant, Data Systems Bureau (DSB), LACRIS
Alex Madera, Administrative Services Manager (ASM) III, Fiscal Administration
Bureau (FAB), Contracts Unit (CU)
Christian Hai, Information Technology Specialist I, DSB, LACRIS
Veronica Urenda, ASM II, FAB, CU
Lauren Thai, ASM I, FAB, CU
(Advance Notification – Digital Mugshot System Maintenance and Support Services)

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date

SOLE SOURCE QUESTIONNAIRE

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

Justification – Commodity/Services

1. What is being requested?

Continued maintenance and support services for the Department's use of a proprietary Digital Mugshot System.

2. Why is the product needed? – How will it be used?

The maintenance and support services are necessary for the continued use of the DataWorks Plus, LLC's Digital Mugshot System (the "System") while the Department completes the solicitation process for a successor contract.

3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?

Both the services and System are proprietary to DataWorks Plus, LLC.

4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?

A Request for Proposals (RFP) was released on February 16, 2024. The Department anticipates selecting a contractor in early 2025.

- 5. Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?**

Not applicable.

- 6. Is the product proprietary or is it available from various dealers? Have you verified this?**

The Services are proprietary.

- 7. Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?**

Not applicable.

- 8. If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?**

Not applicable.