

PERRIS UNION HIGH SCHOOL DISTRICTAGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 18th day of January, 2012, by and between the Perris Union High School District of Riverside County, California hereinafter referred to as "District," and **LCP, Inc.** hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the District to contract with Consultant to provide labor compliance program services for Pinacate Middle School, Phase I & II.

WHEREAS, in consideration of the mutual promises of the parties hereto, the District hereby retains the Consultant upon the terms and conditions set forth, and the Consultant hereby accepts said retention and agrees to render the services upon said terms and conditions.

1. **TERM:** The term of this Agreement shall be for the 2011-12 school year commencing January 19, 2011 and terminating upon project completion unless terminated earlier pursuant to Section 15.

2. **INCORPORATED DOCUMENTS:** The following documents are attached to and incorporated into this agreement:

1. Proposal – Labor Compliance Monitoring Services
2. Hourly Fee Schedule

3. **SCOPE OF WORK:** As directed by the District, the Consultant agrees to the following:

A. Consultant shall provide the following services:

- o Labor Compliance Monitoring Services

B. As a result of providing the services, the Consultant shall provide the following product(s) according to the following schedule:

- o Monthly & Annual Compliance Reports

4. **DISTRICT DESIGNEE:** Consultant shall provide its Services to Anna G Hamilton, Purchasing Agent, Business Services, who is the District's designee in this matter ("District's Designee"). All Services and Products shall be subject to the approval of District's Designee.

5. **EXPENSES:** Consultant agrees and understands that some travel may be required, at Consultant's expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Consultant shall not invoice the District for travel time from home office to a District location.

The Consultant shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Designee, and shall be covered by addendum to this Agreement.

6. **SUBCONTRACTORS:** Consultant shall hire any subcontractors needed to provide the Services and/or the Products, which subcontractors shall be subject to approval by the District. Any subcontractor(s) shall be at no additional expense to the District, and shall be paid from the Consultant's own resources and billings.

7. **INDEPENDENT CONTRACTOR:** It is expressly understood and agreed to by both parties hereto that the Consultant, and any of its employees or subcontractors while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of the District. Consultant shall determine the means, method and details of providing the Services and/or the Products. Subject to this Agreement, Consultant retains the right to provide similar or different Services or Products for others

during the term of this Agreement. Consultant shall pay all wages, salaries, benefits and other amounts due its employees and sub-consultants, and shall be responsible for all reports and obligations respecting its employees and sub-consultants.

8. **ASSIGNMENT:** Consultant shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

9. **CONFIDENTIALITY:** Consultant and all personnel designated by Consultant to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services and/or the Products. This requirement shall extend beyond the effective termination or expiration date of this Agreement.

10. **EXECUTION OF CONTRACT:** Consultant shall not commence providing Services and/or the Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section and Exhibit "A." In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A."

11. **INDEMNIFICATION:** Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall be restricted to insurance proceeds, if any, received by the District, its directors, official officers, employees, agents or volunteers.

12. The Services and/or Products required for the performance of the Services under this Agreement must be provided to the District's Designee no later than ten (10) days before the expiration of the term of the Agreement or at intermediate dates as requested by District's Designee. Failure to do so will result in the District withholding payment of progress or final invoice of Consultant until said Services and/or the Products are received by the District's Designee.

13. **FEE:** For Labor Compliance Services specific to Pinacate Middle School Phases I & II provided under the Agreement, the District will pay Consultant an estimated price not to exceed \$47,600.00. Additional services provided to assist the District in the development of the District's own LCP for Department of Industrial Relations (DIR) approval will be charged on a time and materials basis at an hourly rate of \$85.

14. **PAYMENT TERMS:** Progress payments may be made monthly upon presentation of an invoice, to the District's Designee, detailing time spent in providing the Services and/or the Products supplied during the billing period. The invoice shall contain an attachment that shows the days and hours billed by person and by the project, sub-project or other billing breakdown as may be required by the District's Designee. The District Purchasing Department will issue a purchase order for billing purposes to cover this Agreement. The purchase order number must be shown on each invoice. If this Agreement covers more than one fiscal year, a new purchase order will be issued for each fiscal year.

The Consultant shall, when requested by the District, invoice individual projects separately by line item showing the type and quantity of time expended on the specified project(s).

The Consultant shall account for and invoice hours worked on this Agreement separately from any other Agreement between the parties.

Consultant shall provide all Services and Products under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Consultant represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or the Products assigned to them.

15. **TERMINATION:** This Agreement may be terminated by District, for any reason, during the life of this Agreement, by giving thirty (30) days' notice to Consultant. Said notice shall be in writing and shall be delivered to the addresses listed for the Consultant. Consultant may terminate this Agreement for any reason, during the life of this Agreement, and shall give 30 days' written notice to District of its termination. Such notice shall be delivered to the District's Designee and shall set forth reasons for the termination.

16. **FISCAL YEAR:** Consultant understands and agrees that this Agreement may involve services to be performed in different school fiscal years. While it is the intent of the District to utilize the Consultant continuously throughout the term irrespective of fiscal year, Consultant and District agree and acknowledge that all services in fiscal years subsequent to the fiscal year of Agreement execution is contingent upon availability of continued funding.

17. **AUTHORITY:** In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

18. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding on the successors and assigns of the parties.

19. **PERMITS & LICENSES:** Consultant shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services and/or Products.

20. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.

21. **COMPLIANCE:** Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or the Products, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with providing the Services and/or the Products. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

22. **RECORDS:** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

23. **FINGERPRINTING:** This contract is subject to the provisions of Education Code Section 45125.1. Consultants' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Consultant shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Consultant shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.

24. **NONDISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1,

Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him.

25. **WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees.

26. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written above:

LCP, Inc.
Consultant / Business Name

Perris Union High School District

Consultant's Signature
1168 E La Cadena Dr., Ste 201

By: _____

address
Riverside CA 92507

Title: Purchasing Agent Date: 1/19/2011

city state zip

Board Approval Date: _____

phone fax

EXHIBIT "A"

Insurance Requirements

A. **Minimum Requirements.** Consultant shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

B. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. **Minimum Limits of Insurance.** Consultant shall maintain limits no less than: (A) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

D. **Professional Liability.** [INCLUDE IF APPLICABLE] Consultant shall procure and maintain, and require its sub-consultants to procure and maintain errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

E. **Insurance Endorsements.** The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(1) **General Liability.** The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services and/or the Products or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it.

(2) **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it.

(3) **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(4) **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

F. Other Requirements. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (B) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Proposal to Provide:

**Labor Compliance Program
Consultant Services**



Submitted to:
Perris Union High School District

Submitted by:



LCP Inc.
LABOR COMPLIANCE PROVIDERS

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

Phone: (951) 686-3482 ■ Fax: (951) 346-0545

Proposal Contact: Sophia Espinoza ■ Email: sophia@mylcp.org

Section 1 INTRODUCTION

■ HISTORY OF THE FIRM

Labor Compliance Providers, Inc. (LCP, Inc.) is a California corporation that was established in 2003 for the purpose of monitoring and enforcing prevailing wage compliance upon **public buildings, public works, facilities and housing projects**. Our parent corporation has been monitoring labor compliance on public works contracts throughout California since 1988. As an organization, our labor compliance wage assessments have accounted for nearly half of the State of California’s Division of Labor Standards & Enforcement total Civil Wage & Penalty Assessments in 2008 & 2009.

LCP, Inc. has the distinguished reputation of being the **first consultancy in the State of California** (under Labor Code §1771.7) **to receive an “approved” status for a Labor Compliance Program** by the California Department of Industrial Relations (State LCP ID number: 2002-00001). As evidence of our good standing with the DIR, we have been granted final approval status—with no expiration date—by the DIR (pursuant to Title 8 of the California Code of Regulations §16426(f)).

LCP, Inc. and the staff that will be dedicated to the District’s projects are undoubtedly the most diverse and knowledgeable individuals in the field of construction and labor / prevailing wage compliance. Our knowledge and experience in knowing craft jurisdictions, construction processes, inner workings of an apprenticeship program, Labor Codes, Contract Codes, and Davis-Bacon Act requirements—coupled with our knowledge of the proper application of State prevailing wages upon ARRA and federally-funded projects in California—will ensure successful project compliance for the District’s construction project.

■ SIZE OF THE FIRM, OFFICE LOCATIONS, AND STAFF

As shown on page 7 of this proposal, our organization of **22 staff** resources may be leveraged as needed. Our organization maintains five (5) offices throughout California. Our **local Riverside office** makes us a phone-call away from being able to quickly respond to District requests for on-site support and compliance monitoring. Our neighboring office location not only provides quick responsiveness and easy accessibility for monitoring the project, but it also saves the District in associated travel costs.

Staff Expertise & Established Professional Relationships

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

The District will **benefit from LCP, Inc.’s close relationships and years of dealings with leaders in the field of compliance / enforcement**. The staff at LCP, Inc. enjoys the respect of the State Labor Commissioner and Federal enforcement agents, lawmakers, organized labor, and the contracting community. In fact, our parent corporation provides annual conferences on prevailing wage monitoring and enforcement techniques that are attended by 100’s of labor compliance professionals. Due to our expertise,

reputation, and established relationships, our professional colleagues speak/present on prevailing wage compliance enforcement issues at these conferences. Our **reputable contacts** include (but are not limited to) the: California Labor Commissioner, Director of and members of the Labor Commissioner’s Legal Unit, Director of the DIR, Regional Manager for the Division of Labor Standards Enforcement, Department of Labor Wage/Enforcement Officers, Director of the Division of Apprenticeship Standards, and many more.

Language Capabilities

As further explained in Section 2, the key staff that will be dedicated to the project not only have complete working knowledge and specific experience with all aspects of prevailing wage compliance requirements, but both—the Project Manager, Sophia Espinoza, and Field Investigator, Pierre Weakley and our receptionists—are **bi-lingual in English/Spanish**, which makes communicating with the contractor’s non-English speaking workforce easy and efficient.

■ DISCIPLINES & OTHER TECHNICAL SERVICES PROVIDED BY THE FIRM

Our primary discipline is centered on providing labor compliance/prevailing wage monitoring and enforcement services on Federal and State public works projects. Other technical services provided by our firm include:

- Preparing Labor Compliance Program (LCP) applications on behalf of public agencies for submittal to the Director of the California Department of Industrial Relations (DIR)
- Project Labor Agreement (PLA) compliance services
- American Recovery & Reinvestment Act (ARRA) compliance services relative to Davis-Bacon monitoring and ARRA reporting

Section 2 WORK EXPERIENCE / ORG CHART / KEY STAFF RESUMES

■ BRIEF DESCRIPTION OF FIRM'S QUALIFICATIONS & EXPERIENCE

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

Our years of experience have allowed us to hone our operational processes to be streamlined and systematic, which allow each project we're monitoring to receive an equal amount of review and scrutiny. The secret to our success rests upon our proprietary “Audit Methodology Checklist” system (further discussed in Section 3 of this proposal--Scope, Task 2), effective project management and forging collaborative partnerships with our client & project contractors. Crucial to the success of our services is keeping the District and the project contractors informed of all activities carried out by LCP, Inc. Our **regular Monthly Compliance Reports** will enable members of the District and project contractor staff to quickly understand the level of compliance/non-compliance on any particular project. Our approach to assuring audits and issues are quickly resolved entails **maintenance of an Issues Tracking Log** and **holding weekly internal project management meetings** where we discuss open action items and assign staff follow-up tasks to bring closure to issues. These communication strategies are central to effectively managing multiple public works contracts simultaneously.

■ WORK EXPERIENCE

Our staff experience relative to the proposed scope of work is extensive. The following page contains a summarized listing of relevant projects in descending order of significance (per construction value) for which LCP, Inc. staff has performed labor compliance monitoring and enforcement services upon (either for LCP, Inc. or with previous firms):

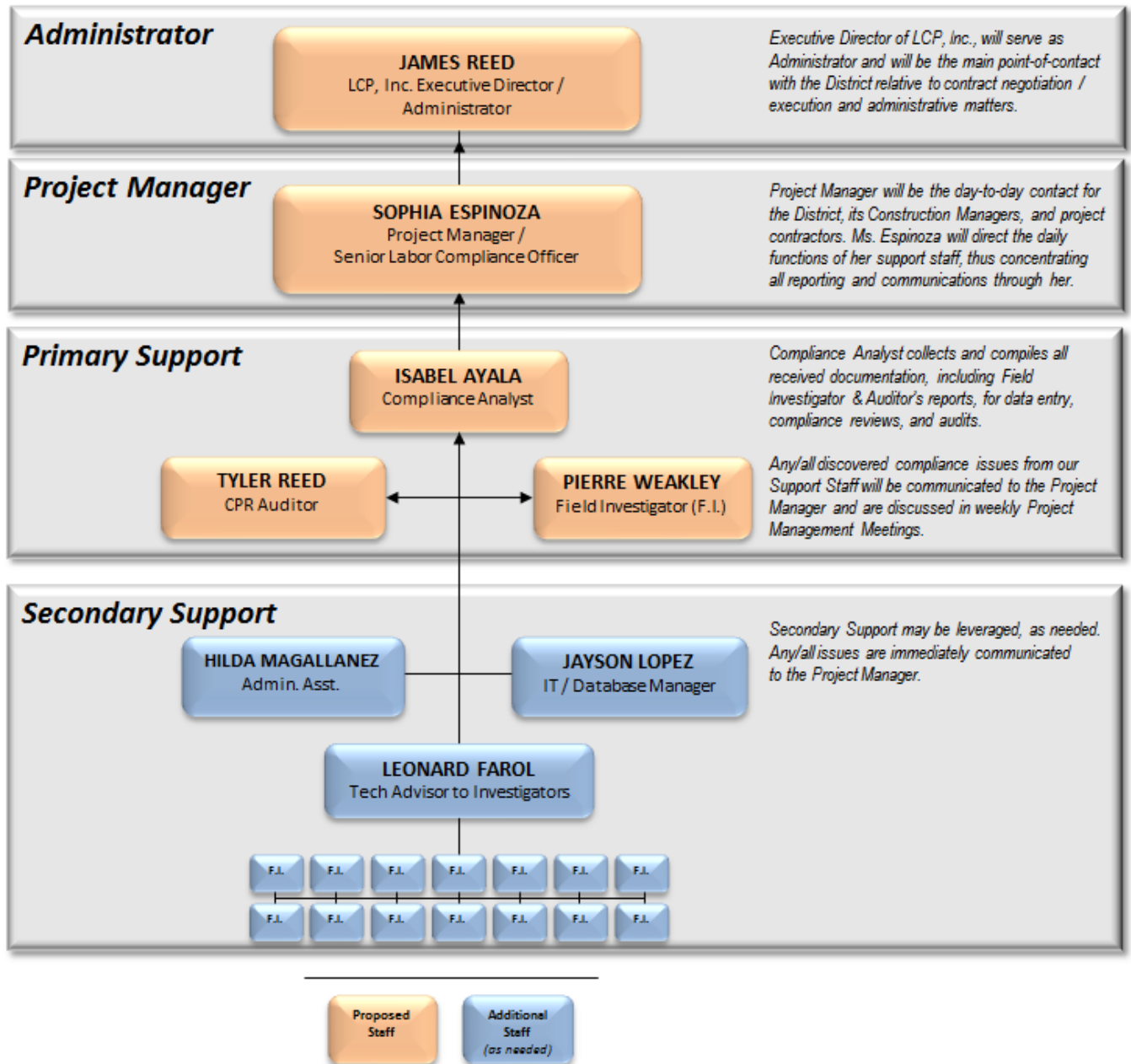
Partial List of Project Experience:	Staff Performed on Project (With LCP, Inc. or other firms)				School Construction
	James Reed	Sophia Espinoza (PM)	Isabel Ayala (Analyst)	Our Team of Site Investigators	
Compliance monitoring on 100's of California public works projects via Center for Contract Compliance	✓		✓	✓	✓
Los Angeles World Airports, DBE/WBE utilization verifications , 4/05 – 8/08		✓			
Los Angeles Community College District, \$2.1 billion bond construction, 8/01 – 8/04		✓		✓	✓
San Bernardino City Unified School District, \$830 million, Hardship Construction, 1/07 – 8/09		✓		✓	✓
Long Beach Community College District, \$616 million bond construction, 7/05 – 8/09		✓		✓	✓
College of the Desert, \$480 million bond construction, 8/07 – 8/09		✓		✓	✓
City of Perris - Landscape & Park Improvements - \$440 million, Davis-Bacon, 10/08 – 6/09	✓			✓	
Pasadena Blue Line Construction Authority, \$438 million, Davis-Bacon, 10/02 – 1/04		✓		✓	
Rio Hondo Community College District, \$250 million bond construction, 2/05 – 8/09		✓		✓	✓
Norwalk-La Mirada Unified School District, \$246 million bond construction, 8/03 -8/09		✓		✓	✓
Coast CC District, \$200m., Small Business Outreach/ DBE/WBE verifications , 2009		✓			✓
Simi Valley Unified School District, \$180 million bond construction, 8/07 – 8/09		✓		✓	✓
Inglewood Unified School District, \$131 million bond construction, 2/04 – 8/09		✓		✓	✓
County of San Bernardino, \$91 million Jail Modernization / New Construction, 2/11 – Current	✓	✓	✓	✓	✓
Alhambra Unified School District, \$85 million bond construction, 6/04 – 1/08		✓		✓	✓
City of Long Beach – Marina Replacement Project, \$80 million – HUD Section 3, 9/07 – 8/09		✓		✓	
Santa Barbara School District, \$67 million bond construction, 8/07 – 8/09		✓		✓	✓
City of Oxnard, \$63 million in various construction projects, 9/10 – Current	✓	✓	✓	✓	
San Bernardino Community College District, \$48.9 million bond construction, 4/08 – 8/09		✓		✓	✓
Antelope Valley Union High School District, \$35 million mod & new construction, 8/07 – 1/11	✓	✓	✓	✓	✓
Palmdale School District, \$32 million construction, 6/06 – 5/09	✓		✓	✓	✓
Santa Maria-Bonita School District, \$30 million mod & new construction, 12/04 – 2/09	✓		✓	✓	✓
San Jacinto Unified School District, \$29 million bond construction, 8/07 – 8/09		✓		✓	✓
Mojave School District, \$26 million modernization and new construction, 6/07 – 8/11	✓	✓	✓	✓	✓
Brea-Olinda Unified School District, \$25 million bond construction, 11/06 – 7/09		✓		✓	✓
Rancho California Water District, \$20 million, Davis-Bacon / ARRA-funded, 12/09 - Current	✓	✓	✓	✓	
Palm Springs Unified School District, \$20 million bond construction, 8/07 – 8/09		✓		✓	✓
City of Long Beach - Public Safety Building, \$18 million - HUD Section 3, 9/02 – 1/05		✓		✓	
Santa Ana Unified School District, \$12 million mod & and new construction, 7/09 – 11/10	✓	✓	✓	✓	✓
Beaumont Unified School District, \$12 million bond construction, 2/11 – Current	✓	✓	✓	✓	✓
MiraCosta College, \$12 million new construction projects, 6/08 – 8/09		✓		✓	✓
City of Ontario, \$11 million new construction project, 4/07 – 8/09		✓		✓	
Elsinore Valley Municipal Water District, \$8.1 million Prop. 50 bond construction, 7/07 – 3/09		✓		✓	
City of Long Beach - MacArthur Park Library, \$6 million - HUD Section 3, 12/05 – 9/07		✓		✓	
Adelanto Unified School District, \$6 million mod & new construction, 8/10 – Current	✓	✓	✓	✓	✓
Southern Kern Unified School District, \$5.9 million mod & new construction, 4/09 – 5/11	✓	✓	✓	✓	✓
County of Riverside - Economic Development Agency, \$5.5 million Library, 3/09 – 6/11	✓		✓	✓	
City of Riverside Public Utilities Department, \$5 million water main projects, 3/08 – 2/09	✓			✓	

■ ORGANIZATION CHART & DIRECTLY INVOLVED PERSONNEL

Staffing for LCP, Inc. is provided under an agreement by its parent corporation. The following page contains an organization chart showing functions, positions, and titles of all professionals in the organization. The key personnel, **orange highlights**, are those that LCP, Inc. anticipates will have primary

contract responsibility and be **directly involved in providing labor compliance services to the District.** Should additional assistance be required beyond the personnel listed below, additional staff resources from the rest of the organization (blue highlighted staff) may be leveraged as needed. LCP, Inc. does not intend to utilize any other firms/sub-consultants.

Following the organization chart are brief staff resumes.



■ BRIEF RESUMES FOR KEY PERSONNEL

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

- **Mr. James Reed**, Administrator / Labor Compliance Officer, will be the main point-of-contact with the District relative to contract negotiation / execution and administrative matters.
- **Ms. Sophia Espinoza**, Project Manager / Senior Compliance Officer, will be the day-to-day contact for the District, its Construction Managers, and project contractors. She will direct the daily functions of her support staff, thus concentrating all reporting and communications through her.
- **Ms. Isabel Ayala**, Compliance Analyst, will collect and compile all received documentation including Field Investigator and Auditor's reports for data entry, compliance reviews, and audits.
- **Mr. Pierre Weakley**, Field Investigator, will conduct on-site worker interviews to ensure workers are being correctly compensated for the scope of work performed.
- **Mr. Tyler Reed**, Auditor, dedicated to reviewing certified payrolls, fringe benefit and training reports to ensure compliance with prevailing wage payments.

■ JAMES REED, Administrator / Labor Compliance Officer

Education: California State University Pomona; Bachelor of Science

Professional Experience: LCP, Inc.'s Administrator, James Reed, has eight (8) years of experience serving as Labor Compliance Officer for LCP, Inc. Mr. Reed is intimately familiar with prevailing wage laws and compliance, having authored the first state-approved 3rd-party LCP, which served as the template application for future 3rd-party LCP applicants. He also knows the construction process, having been a general engineering contractor in California for over 26 years, which motivates him to manage a compliance project that can be completed on time, within budget, and most importantly—in observance of State/Federal laws and regulations. Mr. Reed has often provided training sessions to agency representatives and contractors to educate them on the rules and regulations to ensure compliance. *A representative listing of public works projects Mr. Reed has specifically monitored and enforced prevailing wage compliance upon is included on the page 6 chart.*

JAMES REED...
Authored the first state-approved 3rd-party LCP, which served as the template application for future LCP applicants

Specific Responsibilities: As the Administrator/Labor Compliance Officer, Mr. Reed interfaces between the public agency and LCP, Inc.'s Project Manager to effectively direct the monitoring of contractors' compliance with prevailing wage regulations. Mr. Reed's specific activities will include, but not be limited to the following:

- Review construction contract documents for appropriate language insertions (if requested)
- Provide technical assistance with pre-bid and pre-construction conferences and/or labor compliance workshops with contractors/subcontractors to educate them of prevailing wage requirements
- Provide technical assistance on the review of certified payroll records and related documents
- Provide technical assistance on the monitoring of contractors'/subcontractors' compliance with apprenticeship requirements
- Manage payroll auditing staff
- Provide technical assistance on the management of audits and wage underpayment investigations
- Provide technical assistance on enforcement activities; assistance to District staff and project contractors, as needed.

Relevant Qualifications:

- Chief Labor Compliance Officer and Administrator for LCP, Inc.

- Authored 1st state-approved 3rd-party LCP
- Licensed California contracting engineer for over 26 years
- California and Federal Davis-Bacon prevailing wage monitoring & enforcement experience
- Experience preparing compliance reports summarizing the level of compliance and any outstanding issues
- Skilled training facilitator

■ SOPHIA ESPINOZA, Project Manager / Senior Compliance Officer

Education: University of California, Los Angeles (UCLA); B.A. 2001

Professional Experience: Sophia Espinoza has nearly 10 years of professional labor compliance experience which was gained through her monitoring and enforcement efforts on over \$6 billion dollars' worth of public works projects with her previous employer (a labor compliance consultancy). She has vast California prevailing wage and Davis-Bacon labor compliance experience on educational & public works construction projects and adept at completing her labor compliance functions in sync with construction completion.

SOPHIA ESPINOZA...
Experienced at preparing LCP Applications on behalf of public agencies for submittal to the Director of the Department of Industrial Relations (DIR)

Her professional background also includes serving as a trainer/facilitator at numerous prevailing wage compliance seminars held for public agency representatives, labor unions, and contractors to educate them on the rules and regulations of prevailing wage regulations. Ms. Espinoza has also provided testimony to the Director of the California DIR Legal Unit regarding legislation affecting prevailing wage compliance monitoring and enforcement. *A representative listing of public works projects Ms. Espinoza has monitored and enforced prevailing wage compliance upon is included on the page 6 chart.*

Specific Responsibilities: As a Labor Compliance Project Manager, Ms. Espinoza interfaces with the public agency's construction teams and project contractors to monitor contractors' compliance with prevailing wage and apprenticeship regulations. Labor Compliance Project Management activities include the following:

- Review construction contract documents for appropriate language insertions (if requested)
- Conduct pre-bid & pre-construction meetings and/or labor compliance workshops with contractors/subcontractors to educate them of prevailing wage requirements
- Manage staff in the review and audit of certified payroll records & related documentation
- Monitor contractors'/subcontractors' compliance with apprenticeship requirements
- Undertake random "confirmation" of prevailing wages paid
- Manage audits and wage underpayment investigations
- Manage enforcement activities such as notifications of violations and assessments
- Manage the on-site employee interviews process
- Provide technical assistance to the District, project contractors, subcontractors, and construction workers.

Relevant Qualifications:

- Prevailing wage compliance monitoring & enforcement experience on CA school, public works, and Federal Davis-Bacon construction projects
- Experienced at preparing LCP Applications on behalf of public agencies for submittal to the Director of the Department of Industrial Relations (DIR)

- Experienced at monitoring and enforcing apprenticeship requirements
- Experienced at preparing compliance reports summarizing level of compliance/outstanding issues
- Experienced at directing staff to manage numerous projects with dozens of contractors performing simultaneously
- Skilled training facilitator
- Bilingual (English/Spanish) for effective communication with contractor's non-English speaking workers

■ ISABEL AYALA, Compliance Analyst

Education: Riverside Community College; A.A. 2003

Professional Experience: Isabel Ayala has over 15 years of experience assisting Compliance Officers/Investigators with monitoring and enforcing contractor compliance with prevailing wage and apprenticeship laws. Ms. Ayala has assisted with monitoring 1000's of public works projects in her compliance career, where document control and management of contractor paperwork was paramount to the success of the monitoring effort. Ms. Ayala assisted with the development of LCP, Inc.'s proprietary Audit Methodology Checklist System, which she implements as part of her compliance monitoring efforts to ensure that each/every project contractor is receiving a comprehensive review according to the same set of standards required by law. A representative listing of public works projects Ms. Ayala has monitored and enforced prevailing wage compliance upon is included on the page 6 chart.

ISABEL AYALA...
Assisted with the development of LCP, Inc.'s proprietary Audit Methodology Checklist System, which ensures that each project contractor is receiving a comprehensive review according to the same set of standards required by law.

Specific Responsibilities: As a Labor Compliance Analyst, Ms. Ayala interfaces with the project contractors to monitor their compliance with prevailing wage and apprenticeship regulations. Labor Compliance activities include the following:

- Assist with pre-construction meetings and/or labor compliance workshops with contractors to educate them of prevailing wage requirements
- Review and audit of certified payroll records, fringe benefit reports, and training contributions
- Monitor contractors'/subcontractors' compliance with apprenticeship requirements
- Undertake random "confirmation" of prevailing wages paid
- Conduct audits and wage underpayment investigations
- Implement enforcement activities such as notifications of violations and assessments
- Compare on-site employee interviews with contractor's certified payrolls
- Provide technical assistance to the project contractors and construction workers.

Relevant Qualifications:

- Prevailing wage compliance monitoring & enforcement experience on CA school, public works, and Federal Davis-Bacon construction projects
- Experienced at monitoring and enforcing apprenticeship requirements
- Experienced at preparing compliance reports summarizing level of compliance/outstanding issues
- Experienced at managing numerous projects with dozens of contractors performing simultaneously
- Bilingual (English/Spanish) for effective communication with contractor's non-English speaking workers

■ PIERRE WEAKLEY, FIELD INVESTIGATOR

Professional Experience: Mr. Weakley has a complete working knowledge of all aspects of prevailing wage compliance requirements, which was gained through his 5 years serving as a Labor Compliance Investigator. As a Field Investigator he monitors and enforces public agency & contractor compliance with prevailing wage laws on public works projects. He is assigned to the Riverside County project area and is *already currently monitoring projects in/throughout the City of Perris*, making the monitoring of this Project a seamless addition to his work schedule.

Specific Responsibilities: Conduct on-site field interviews with project workers to ascertain if the workers are being paid prevailing wages for the scope of work being performed.

Relevant Qualifications:

- Experience monitoring school construction and public works contracts
- Currently monitoring projects in/throughout the City of Perris area
- California prevailing wage and Federal Davis-Bacon compliance monitoring & enforcement experience; experience monitoring and enforcing apprenticeship requirements
- Bilingual (English / Spanish)

■ TYLER REED, Auditor

Education: Riverside Community College, 2000 – 2003; ITT, Networking degree, 2006

Professional Experience: Tyler Reed has five years serving exclusively as a prevailing wage compliance Auditor. He reviews Certified Payrolls and other supporting data/payroll documentation to cross-reference against each other in order to generate accurate audits that truly represent the amount of prevailing wages due to workers. He is an expert at applying the proper prevailing wage rates, travel & subsistence, and overtime determinations. He is also highly experienced in monitoring / auditing whether contractors applied (or over-applied) the maximum apprentice ratios as determined by State law and apprenticeship training programs. For 2009, Tyler generated 209 audits totaling \$2,444,098 in wage restitution; in 2010, 198 audits amounted to \$2,201,777 in wages owed. For those audits that were unable to be settled prior to being escalated to the State for intervention, in both 2009 and 2010 *Tyler's audits accounted for nearly half of the State of California's Division of Labor Standards & Enforcement total Civil Wage & Penalty Assessment recoveries (BOFE Annual Report showing \$4,770,301 in Wages recovered: <http://www.dir.ca.gov/dlse/bofe-2010.pdf>).*

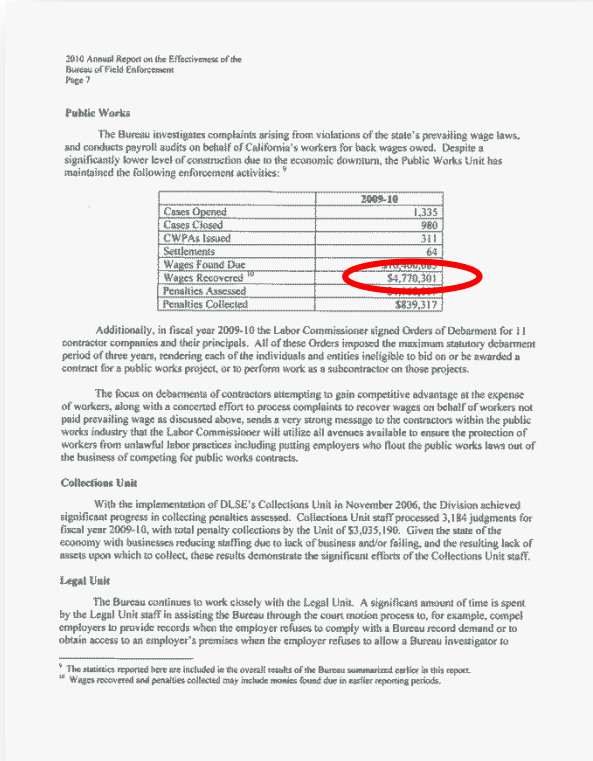
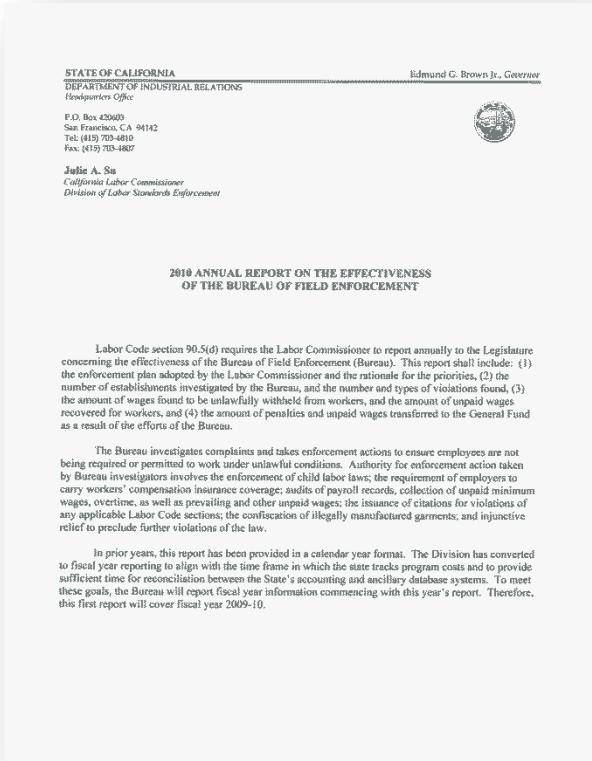
Specific Responsibilities: As an Auditor, Mr. Reed is responsible for reviewing project contractors' certified payroll and related documents in effort to monitor their compliance with prevailing wage rates and regulations. Prevailing wage auditing activities include the following:

- Review certified payroll records and related documents
- Conduct audits on wage underpayments and apprenticeship mis-utilization

Relevant Qualifications: California prevailing wage and Federal Davis-Bacon compliance monitoring & enforcement experience and experience monitoring and enforcing apprenticeship requirements.

Section 5 OTHER INFORMATION

CA B.O.F.E REPORT vs. WAGES RECOVERED BY OUR ORGANIZATION



Our organization's "wages recovered" amounted to nearly half of what the entire State of CA recovered in 2009 & 2010

AUDIT SUMMARY 2009 TO PRESENT

	\$ Audit 2009	Audits 09	CWaPA 09	\$ Audit 2010	Audits 10	CWaPA 10	\$ Audit 2011	Audits 11	CWaPA 11
JAN	\$360,725.58	14	\$9,321.71	\$278,541.73	17	\$207,969.53	\$533,589.56	20	\$2,705.39
FEB	\$485,949.50	16	\$0.00	\$399,727.97	13	\$152,798.84	\$987,755.27	21	\$131,828.02
MAR	\$410,229.73	17	\$142,036.58	\$313,225.23	21	\$1,096,139.17	\$469,814.57	24	\$0.00
APR	\$422,453.28	18	\$44,365.58	\$208,098.66	22	\$117,581.04	\$276,800.75	23	\$471,944.23
MAY	\$388,157.70	29	\$1,405.63	\$334,166.83	20	\$0.00	\$116,138.40	14	\$2,885.52
JUN	\$608,794.88	17	\$0.00	\$185,504.85	15	\$27.75	\$225,613.85	12	\$21,945.43
JUL	\$328,590.02	16	\$0.00	\$312,228.00	19	\$88,865.86	\$550,861.24	21	\$123,821.33
AUG	\$403,031.32	11	\$26,311.54	\$78,896.82	4	\$25,764.27	\$433,611.36	25	\$105,340.38
SEP	\$244,528.02	16	\$47,469.90	\$497,842.22	15	\$181,712.94	\$582,758.40	33	\$0.00
OCT	\$424,397.65	14	\$395,137.05	\$591,039.55	16	\$84,163.91			
NOV	\$442,583.38	21	\$72,827.75	\$481,498.13	17	\$248,754.54			
DEC	\$319,543.05	20	\$1,705,422.42	\$341,826.68	19	\$0.00			
Totals	\$4,871,094.11	209	\$2,444,098.18	\$4,022,596.67	198	\$2,201,777.85	\$4,156,743.39	193	\$880,270.40

Section 7 WHY LCP, INC. IS THE BEST CHOICE

To highlight why choosing LCP, Inc. is a winning decision, we've summarized some key points for the District's consideration:

■ **DIR-approved Labor Compliance Program.** Our staff developed California's first 3rd-party Labor Compliance Program that was approved by the Director of the Department of Industrial Relations (DIR). We are in good standing and our LCP maintains "final approval" from the DIR.

■ **Expertise.** Our staff has over two decades of cumulative experience monitoring compliance on California prevailing wage projects, including numerous school construction programs in similar size & scope of the Pinacate projects. We enjoy the respect of top leaders in our industry and are considered experts in our field.

■ **Project Manager experienced in large construction & Jail expansion projects.** The assigned Project Manager, Sophia Espinoza, has 10 years' experience monitoring compliance on over \$6 billion dollars' worth of State and Federal Davis-Bacon public works projects. *She is also serving as Labor Compliance Project Manager for EMWD's Perris/Meniffee construction project—making the management of this project convenient & cost savings to the District.*

■ **Capacity & Clear Project Team Organization.** Our Organization maintains over 20 staff members whose professional careers have been developed in the construction and compliance monitoring industries as Labor Compliance Project Managers, General Contractors, Construction Foremen, and Apprentice/Union workers. We propose a Primary Support Team and a Secondary Support Team, which have clear functions, communication, and reporting relationships.

■ **Project Management & Technical Approach.** The secret to our ability to perform multiple compliance projects rests upon LCP, Inc.'s 6 pillars of Project Management Success and dedication of tried-and-tested processes, tools, and personnel.

■ **Complete Audits.** Our client-focused approach to auditing does not cheat the client by merely performing "random" or "spot audits." We conduct full audits of all payrolls received, ensuring the District is free from any compliance issues upon its projects.

■ **Bi-Lingual Staff Resources.** LCP, Inc. proposes a team of bi-lingual staff (Project Manager, Compliance Analyst, Administrative Assistant, and Field Interviewer) to assist non-English speaking construction workers with compliance issues.

■ **Low Over-Head...Low Hourly Rates.** Staffing for LCP, Inc. is provided under an agreement by its parent corporation, which translates to low overhead costs and the lowest hourly rates in the industry passed on to the District.



**Labor Compliance Providers, Inc.
STANDARD RATE SCHEDULE**

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

STANDARD HOURLY RATE SCHEDULE 2012 – 2013	
LCP, Inc. Administrator	\$85
Project Manager	\$85
Field Investigator	\$85
Compliance Analyst	\$85