

**MOUNTAINS RECREATION AND CONSERVATION AUTHORITY**

Los Angeles River Center and Gardens  
 570 West Avenue 26, Suite 100  
 Los Angeles, CA 90065  
 (323) 221-9944 (323) 221-9934 fax

**STANDARD AGREEMENT**

This agreement is made and entered into on this 13<sup>th</sup> day of February, 2007 between the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a public entity of the State of California established by joint powers agreement between the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District, through its Executive Officer Joseph T. Edmiston, and Katz, Okitsu & Associates, Contractor.

"MRCA" as used herein shall refer to the Mountains Recreation and Conservation Authority.  
 "Contractor" as used herein shall refer to Katz, Okitsu & Associates .

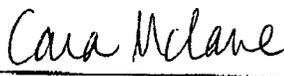
MRCA and Contractor hereby agree to the following:

Continued on the following two (2) pages:

**KATZ, OKITSU & ASSOCIATES**  
 1055 Corporate Center Drive, Suite 300  
 Monterey Park, California 91754-7642

**MOUNTAINS RECREATION AND CONSERVATION AUTHORITY**

  
 \_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Signature

Joel Falter  
 Vice President

Cara McLane  
 Contracts Officer

**FOR OFFICE USE ONLY**

Agreement Amount	CONTRACT NUMBER	TAX ID #	REVIEW /APPROVAL	INITIALS/DATE
\$22,720.00	MRCA-153/07		Judi Tamasi Project Manager	JAT 2/15/07
Amt. Prev. Encumbered	Acct. Code	Project /Sub	Paul Edelman Division Chief	PE 2/15/07
\$0	10-720-2080-004	1583-6839 various		
Total	Project Name: Lechuza Beach Public Access Improvements- Traffic Study		Jeff Jones Asst. Financial Officer	

**SCOPE OF WORK:** The scope of work is defined by the following attachments, attached hereto as Exhibit A (#1-3):

Exhibit (1) Katz, Okitsu & Associates Proposed Scope of Work and Attachment A, submitted in a letter addressed to Laurel Kelly, ASLA of MIG, Inc. on February 5, 2007. Tasks are defined.

Exhibit (2) Verbatim excerpts taken from memorandum addressed to Bob Cheung of Katz, Okitsu & Associates from Judi Tamasi of Mountains Recreation and Conservation Authority entitled Traffic/Parking Study Proposal for Lechuza Beach (MA62H0).

Exhibit (3) Verbatim excerpts taken from Request for Proposals sent out by Laurel Kelly, ASLA, MIG, Inc. in November 2006.

**TERM OF AGREEMENT:** The term of this Agreement shall run until January 31, 2008 unless previously terminated or extended. Prior to the completion date, either party may terminate this Agreement for any cause by providing the other party with thirty (30) days notice in writing. "Cause" is defined as a substantial default in performance.

In the event of termination by the MRCA prior to the completion date, the Contractor agrees to take all reasonable measures to prevent further costs to the MRCA under this Agreement, and the MRCA shall be responsible for any reasonable and noncancellable obligation incurred by the Contractor in the performance of this Agreement until the date of the notice to terminate, but only up to the unpaid balance of funding authorized under this Agreement.

In the event that the Contractor terminates this Agreement during the term of agreement as defined above, or fails to complete the project as described in the "Scope of Work", Contractor shall be liable for repayment to the MRCA of any amount paid by the MRCA under this Agreement for which work has not been performed. The MRCA may at its sole discretion consider extenuating circumstances and not require payment for work partially completed.

**COMPENSATION:** Total compensation shall not exceed \$22,720.00. Contractor shall not incur additional expenses without the written prior approval of the Contracts Officer. Invoices shall clearly indicate services under this contract.

**PAYMENT:** Contractor shall be reimbursed upon submission of invoices and receipts no more often than monthly.

**CONDITIONS:**

1. Contractor agrees to indemnify, defend and save harmless the MRCA, its officers, agents, employees, and if applicable the granting agency from all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in any connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

Waived by Contracts Officer \_\_\_\_\_

2. Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the MRCA.

Waived by Contracts Officer \_\_\_\_\_

3. The MRCA Executive Officer shall appoint a project manager. Contractor shall contact the project manager if there are any questions or problems concerning this contract.

4. Without written consent of the MRCA, this Agreement is not assignable by Contractor either in whole or part.

5. Contractor acknowledges that time is of the essence in this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. Contractor, by signing the contract does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court had been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board (Public Contract Code 10296).

8. Contractor agrees to provide the MRCA with an executed Form 19 Nondiscrimination Compliance Statement, Exhibit B.

9. Contractor agrees that all terms and conditions apply to any sub-contractors retained.

10. Contractor agrees to provide the MRCA with proof of Workman's Compensation Insurance. Waived by Contracts Officer \_\_\_\_\_

11. Contractor agrees to provide MRCA with proof of Errors and Omissions Insurance in the amount of \$1,000,000.00. Waived by Contracts Officer \_\_\_\_\_

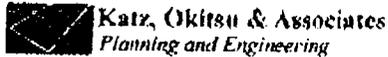
Exhibit A- Contractor Proposal and Budget

Exhibit B- Form 19 Nondiscrimination Compliance Statement

Exhibit C- Schedule of Legal Rates (N/A)

Exhibit D- Request for Proposals (N/A)

**Exhibit A - Contractor Proposal and Budget**



Katz, Okitsu & Associates  
Planning and Engineering

1055 Corporate Center Dr.  
Suite 300  
Monterey Park, CA  
91754-7642

ph: 323.260.4703  
fax: 923.260.4705

koala@katzokitsu.com  
www.katzokitsu.com

February 5, 2007

Laurel Kelly, ASLA  
MIC, Inc.  
800 Hearst Avenue  
Berkeley, CA 94710

Subject: **Revised Traffic/Parking Study Proposal for Lechuza Beach [MA62H0]**

Dear Ms. Kelly,

Thank you for considering Katz, Okitsu & Associates as your traffic consultant. As we understand, the Santa Monica Conservancy (SMMC) proposes to provide public access entry points in the residential neighborhood fronting Lechuza Beach located in the City of Malibu.

The enclosed scope of work was developed based on the project description provided by MIG, our understanding of the study area and conversations with MIG.

Katz, Okitsu & Associates proposed scope of work for a traffic analysis of the proposed Project is provided herein.

Should you have any questions or comments during your review of the enclosed scope of work and associated fee, please call Bob Cheung at 323-260-4703.

Sincerely,

A handwritten signature in black ink that reads "Joel Falter".

Joel Falter  
Vice President  
Katz, Okitsu & Associates

San Diego  
ph: 619.683.2933  
fax: 619.683.7982

Tustin  
ph: 714.573.0317  
fax: 714.573.9584

San Bernardino  
Ph: 909.890.9693  
fax: 909.890.9694



**Katz, Okitsu & Associates**  
*Planning and Engineering*

## PROPOSED SCOPE OF WORK

### TASK 1: DATA COLLECTION

Based on project description provided by MIG, the study area is defined as Broad Beach Road (between Pacific Coast Highway and East Level Drive) and East Sea Level Drive. This includes intersections of:

- PCH and Broad Beach Road
- W. Sea Level Drive and Broad Beach Road
- Bunnie Lane and Broad Beach Road
- E. Sea Level Drive and Broad Beach Road
- West Sea Level Drive Terminus
- East Sea Level Drive Terminus

The data collection effort will be conducted for both the winter and summer seasons. Additionally, weekday (AM and PM peak periods) and weekend (midday peak period) data will be collected for each of the respective seasons. The proposed time periods are as follows:

- Weekday AM peak period = 7:30 to 9:30 AM
- Weekday PM peak period = 4 to 6 PM
- Weekend midday peak period = 10AM to 2PM

The data collection effort will include:

- Parking Survey - conduct on-street parking utilization survey (supply and demand) within the study area. The parking data will be collected within the designated time periods by 15-minute increments.
- Traffic Survey - conduct traffic counts at the six key study intersections. Traffic counts will include machine counts and manual intersection counts at key intersections.
- Pedestrian and Bicycle Count - conduct pedestrian and bicycle counts at three gates.
- Safety Assessment - conduct field survey within the study area pertaining to traffic and pedestrian circulation

Katz, Okitsu & Associates will perform fieldwork to survey the study area including striping, roadway geometry and type of traffic operations at intersections, signal phasing, surrounding land uses, and on-street parking restrictions.



**TASK 2: EXISTING CONDITIONS**

Katz, Okitsu & Associates will summarize the traffic data collection effort within the study area. The results will be quantified and presented in graphical and tabular format. Katz, Okitsu & Associates will identify current parking deficiencies and any observed traffic and safety issues. Existing conditions analysis will be conducted for both winter and summer conditions.

**Task 4: FUTURE CONDITONS**

Katz, Okitsu & Associates will conduct future traffic evaluation for both winter and summer conditions. Future conditions will be estimated based on overall traffic growth within the area as well as know planned/approved projects within the study area. Katz, Okitsu & Associates will conduct research to obtain all know projects to include in the study.

**TASK 3: POTENTIAL IMPACTS AND MITIGATION**

Katz, Okitsu & Associates will conduct level of service analysis relating to providing public beach access and public parking within the study area. Impacts due to added traffic and pedestrian levels will be assessed and potential impact will be identified. Katz, Okitsu & Associates will work closely with the City and all affected agencies to develop mitigation measures should impacts be deemed significant.

**TASK 4: DOCUMENTATION/MEETINGS**

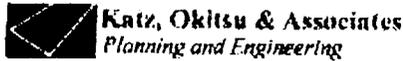
Katz, Okitsu & Associates will prepare three technical memorandums for review by client and City staff. The three technical memorandums will include:

- Winter Existing and Future Conditions
- Summer Existing and Future Conditions
- Impact and Mitigation Summary

For the purpose of budget estimation, two staff-level meetings have been assumed. Additional meetings can be attended on a as-need/time-and-material basis

**FEE ESTIMATE**

Per request, attached is our fee proposal (see Attachment A) which summarizes the proposed fee by tasks.



## TERMS AND CONDITIONS

### OUT OF SCOPE WORK

Services rendered for out-of-scope work will be billed based on a negotiated maximum fee basis. Out-of-scope work includes:

- Requests by the Client, City, County, or any other entity for items not covered in work program tasks described in this proposal.
- Extra work effort required due to changes in the project description after Katz, Okitsu & Associates starts work.
- Presentations at public meetings to community groups, City Council, or any Commission.
- Supplemental traffic counts beyond those in our scope of services.
- Preparation of any conceptual or design drawings.
- Preparation of civil plans and traffic signal improvement plans.
- Preparation, processing and payment of agency review fees.
- Preparation of change orders.

### EXCLUSIONS

The following exclusions describe situations that we frequently encounter that result in the need for extra work and additional compensation:

- Our approach assumes a consensus is not required the need for this project. We have not allocated any resources to achieving a community consensus regarding this project.
- Attendance at additional meetings, except as specifically indicated in the Scope of Services will be considered as additional work and billed accordingly.
- A change in the approach to the analysis, or neighboring jurisdictions involvement, or agency requirements roadway configuration or curb line changes requested after the plans are initiated may result in the need for extra work to revise completed designs, conduct additional field research, or supplement base mapping.
- Our fee excludes any costs paid to the City, County, utility companies, or any other agency for permits, plan checking, or utility records.
- Significant changes in the approving agencies' design standards and policies after the plans were reviewed by the agencies and that result in revising completed designs.



**Katz, Okitsu & Associates**  
*Planning and Engineering*

## **SCHEDULE**

As we understand, there is an urgency to conduct the winter survey by end of February of 2007. Upon receiving an executed agreement and the necessary supporting data/information from the Client, Katz, Okitsu & Associates will develop conduct the winter survey and work with client to develop a mutually agreeable schedule to complete the remaining summer survey and the technical memorandums.

## **FEE ESTIAMTE**

Katz, Okitsu & Associates will perform the work specified in the work scope above for the fee of **\$22,720**. This lump sum amounts are based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services. The work scope is considered complete upon plan approval. Any additional services requested after plan approval will be considered as extra work and those fees will be negotiated prior to start of work and secured in writing.

If the work is not authorized in ninety days, if changes occur in the work scope or level of effort, or if our work is suspended for more than 180 days due to any circumstances beyond Katz, Okitsu & Associates' control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

The proposal is valid for 90 days and is subject to a 5% annual adjustment. Also, any individual tasks that are not authorized within 90 days of the date of this proposal are also subject to fee adjustments.

## **DEPOSIT**

We require receipt of a 30% (**\$6,800**) deposit from you before the start of work. The deposit amount will be applied to the total fee.

## **INVOICING**

Invoices will be submitted monthly, based upon our estimated percentage of completion. Accounts are past due after 30 days. All work will be immediately stopped if any invoice is unpaid for 90 days or more, and such delinquent invoice payments may be subject to a late payment penalty of 1.5 percent per month and/or turned over to a collections agency at our discretion. Final payment is due upon completion of the traffic study report.



**Katz, Okitsu & Associates**  
*Planning and Engineering*

## **TERMINATION**

The Client or Katz, Okitsu & Associates may terminate this agreement by giving the other party ten days written notice of such termination. Katz, Okitsu & Associates shall receive fee payments from the Client proportionate to the services completed as of the date of termination. The Client will be entitled to receive deliverables at the level of completion relative to the fee payments received by Katz, Okitsu & Associates. All outstanding valid invoices shall be paid to Katz, Okitsu & Associates.

## **INSURANCE**

Katz, Okitsu & Associates is fully able to meet the insurance requirements of this project. The firm has coverage in the following areas: Professional Liability (\$1 million per claim, \$2 million aggregate), Automobile Liability (\$2 million) and General Liability (\$5 million). Our Worker's Compensation coverage meets the insurance requirements of California State law.

## **INDEMNIFICATION**

Katz, Okitsu & Associates and the Client mutually agree to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost, including reasonable attorney's fees and cost of defense arising from their own negligent acts, errors, and omissions in the performance of their services under this agreement, to the extent that each party is responsible for such damages, liabilities, and costs on a comparative basis of fault.

## **PROJECT MANAGER**

Our proposed Project Manager for this project is Mr. Bob Cheung, but may be subject to change. Client will be notified as soon as possible should change in project manager occurs.



**Katz, Okitsu & Associates**  
*Planning and Engineering*

**AUTHORIZATION**

The signature below indicates acceptance of this proposal and authorization to proceed. Please return this form together with a copy of the complete proposal to our office.

**KATZ, OKITSU & ASSOCIATES**

*We have carefully reviewed this proposal and hereby authorize Katz, Okitsu & Associates to commence work as indicated within the terms and conditions of this proposal.*

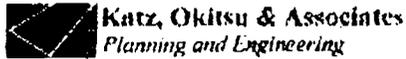
By: *Jodi Falter*  
Name: Jodi Falter  
Title: Vice President

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name (Please Print)*

\_\_\_\_\_  
*Title (Please Print)*

\_\_\_\_\_  
*Date*



### ATTACHMENT A

Task	Cost
- Parking Inventory	\$ 965
- Traffic Count - 6 locations (weekday AM and PM)	
- Winter	\$ 1,245
- Summer	\$ 1,245
- Traffic Count - 6 locations (weekend midday)	
- Winter	\$ 1,290
- Summer	\$ 1,290
- Parking Survey (weekday AM and PM)	
- Winter	\$ 630
- Summer	\$ 630
- Parking Survey (weekend midday)	
- Winter	\$ 1,080
- Summer	\$ 1,080
- Pedestrian/Bicycle Counts - 3 locations (weekday AM and PM)	
- Winter	\$ 600
- Summer	\$ 600
- Pedestrian/Bicycle Counts - 3 locations (weekend midday)	
- Winter	\$ 570
- Summer	\$ 570
- Analysis and Reports	
- Winter Baseline and Future Conditions	\$ 2,945
- Summer Baseline and Future Conditions	\$ 2,945
- Traffic Impacts and Mitigation	\$ 2,945
- Meetings	\$ 1,590
Total Labor	\$ 22,220
- Mileage	\$ 300
- Misc (telephone, fax, postage, printer)	\$ 200
<b>Total Cost</b>	<b>\$ 22,720</b>

## Exhibit (2)

**Verbatim excerpts taken from memorandum addressed to Bob Cheung of Katz, Okitsu & Associates from Judi Tamasi of Mountains Recreation and Conservation Authority entitled Traffic/Parking Study Proposal for Lechuza Beach (MA62H0).**

Locate and inventory all potential available street parking (number and locations of spaces [clarify if assumption is angled or parallel parking], pending available legal public ROW or private surveys) (one time data collection):

\*along Broad Beach Rd. from Pacific Coast Highway (PCH) to 200 ft. east of intersection with East Sea Level Drive;

\*along all of East Sea Level Drive

\*along all of West Sea Level Drive

\*along all of Bunnie Lane

\*on the south side of PCH, in the immediate vicinity of its intersection with Broad Beach Road. In this area, also document any parking restrictions by Caltrans on PCH (e.g., no parking signs).

### **#Baseline documentation of how many cars parked on street (parking occupancy survey)**

(winter [Feb. 07] and summer [June-Aug. 2007])

(Time periods should be consistent with other data collected.)

\*Broad Beach Road from PCH to 200 ft. east of East Sea Level Drive

\*along all of West Sea Level Drive

\*along all of East Sea Level Drive

\*along all of Bunnie Lane.

### **#Baseline peak hour traffic count data (including baseline Level of Service)**

(winter [Feb. 07] and summer [June-Aug. 2007])

(Time periods should be consistent with other data collected.)

\*Broad Beach Road at PCH

\*Broad Beach Road at West Sea Level Drive

\*Broad Beach Road at East Sea Level Drive

\*Bunnie Lane at Broad Beach Road

\*Terminus of West Sea Level Drive (also document how many vehicles turn around versus back-up)

\*Terminus of East Sea Level Drive (also document how many vehicles turn around versus back-up).

### **#Baseline documentation of beach user pedestrian and bicycle circulation (counts of beach users entering/existing at the three beach entrances)**

(winter [Feb. 07] and summer [June-Aug. 2007])

(Time periods should be consistent with other data collected.)

\*Gate at intersection of Bunnie Lane at Broad Beach Road,

\*Gate at West Sea Level Drive at Broad Beach Road (not at terminus)

\*Gate at East Sea Level Drive at Broad Beach Road (not at terminus)

Page 2

Time periods for data collection (baseline parking occupancy, baseline traffic, baseline pedestrian/bicycle).

- \*The time periods for each type of data should be consistent with one another.
- \*Where possible, different types of data at the same location should be collected concurrently.
- \*The time periods that data are collected should occur during hours the public beach is open (which is currently not finalized, so we are making an estimation at this point). For example, it would be more appropriate to conduct a weekday morning survey from 7:30-9:30 AM instead of 7-9 AM.
- \*Do not conduct work on President's Day weekend (Feb. 17-19, 2007), as this would not represent a typical winter conditions.

Impacts to parking and traffic (including to Level of Service).

- \*The project consists of primarily making improvements to existing facilities to comply with safety requirements such as Title 24 of the California Building Code (e.g., by improving stairways and adding handrails), and to making modifications to existing facilities to comply with Americans with Disabilities Act. The impact analysis should consider a worst-case scenario and an expected scenario for the impacts to traffic and parking (e.g., estimates of how much the parking spaces fill up, at what times and what days, etc.). The data collected and impact analysis should satisfy the California Environmental Quality Act.

The project is further described by the following parameters:

- \*Terminus of East Sea Level Drive-creation of 8 rotating disabled spaces, of which only 4 would be used at any one time. Establishment of passenger loading zone. Assume 15 trips/day.
- \*Terminus of West Sea Level Drive- creation of 2 permanent disabled parking spaces. Establishment of passenger loading zone. Assume 10 trips/day.
- \*Broad Beach Road at Bunnie Lane-creation of 3 permanent disabled parking spaces. Establishment of passenger loading zone.
- \*Broad Beach Road at East Sea Level Drive-creation of 3 permanent disabled parking spaces.
- \*PCH at Broad Beach Road-Establishment of passenger loading zone.
- \*Bicycle parking would be provided at beach entrances along Broad Beach Road.
- \*New disabled parking spaces would only be reserved for disabled parking during public beach hours.
- \*Extension of ParkLink shuttle.

Include projected future baseline

The impact analysis needs to include future cumulative traffic and parking projections (growth in existing background traffic volumes and parking needs without the project).

Assessment of existing parking/traffic/pedestrian/bicycle problems, including safety

Recommended Mitigation (if needed)

Page 3

Submission of report in three parts

The report would be submitted in three parts: baseline conditions for winter, baseline conditions for summer, impacts/mitigation. Each submittal would be submitted as a draft with opportunity for comments by MRCA.

*Additional text not originally included in the memorandum:*

*Winter work should be conducted in February 2007, where possible, and may be extended into March 2007, if necessary.*

*There is a possibility the proposed project and impacts may be reduced. Please consult with MRCA staff prior to commencing the impact analysis.*

### Exhibit (3)

#### Verbatim excerpts taken from Request for Proposals sent out by Laurel Kelly, ASLA, MIG, Inc. in November 2006.

The traffic and parking study should observe existing neighborhood parking patterns, frequency and availability, and address specific safety issues that might impact public parking at existing park entrances at the intersection of Bunnie Lane and Broad Beach Road and the intersection of East Sea Level Drive and Broad Beach Road. In addition, the traffic and parking study should address issues related to the addition of reserved accessible parking spaces at the beach terminus of East Sea Level Drive and at park entrances at Broad Beach Road. The consultant will gather and analyze traffic flows and other appropriate data to determine the existing usage and potential for increased usage along Broad Beach Road between East Sea Level Drive and West Sea Level Drive, as well as the impacts of allowing scheduled or on-demand drop-offs area at existing park entrances, drop-off areas at the beach terminus of East Sea Level Drive and the terminus of West Sea Level Drive for visitors with disabilities (at these locations and into the private sections of these streets), and/or drop-off areas serving a potential new park entrance located at Pacific Coast Highway (PCH) and Broad Beach Road for park visitors in general.

The study must include a baseline assessment of existing parking spaces along Broad Beach Road from its western intersection with Pacific Coast Highway to 200 feet east of its intersection with East Sea Level drive. The study must also include a baseline traffic study including number of trips recorded at the three Broad Beach Road intersections noted above (at PCH, East Sea Level Drive, and West Sea Level Drive) and number of cars parked along Broad Beach Road, East Sea Level Drive, West Sea Level Drive, and PCH in the immediate vicinity of its intersection with Broad Beach Road. Studies must be conducted on a weekday and weekend day in both high-use (summer) and lower-use (winter) periods.

Possible scenarios for study could include the impacts on parking and traffic resulting from:

1. Identifying and substantiating the creation of a certain number of accessible parking spaces at each location;
2. Providing day-long accessible parking passes at the beach terminus of East Sea Level Drive versus partial-day passes (which would allow access for more visitors with disabilities without increasing the number of accessible parking spaces provided);
3. Scheduled time slots for drop-off versus on-demand drop-off, particularly at Bunnie Lane, PCH, and both terminuses of Sea Level Drive (it is assumed that casual drop-off opportunities are available currently to all park visitors along Broad Beach Road and Pacific Coast Highway).
4. Adding at least one new van accessible parking space at the intersection of Bunnie Lane and Broad Beach Road.

**Exhibit B - Form 19 Nondiscrimination Compliance Statement**

1. During the performance of this contract, the recipient, Contractor shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et. seq.), the provisions of Article 9.5, Chapter 1, Part , Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.
3. Recipient, Contractor, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**STATEMENT OF COMPLIANCE**

\_\_\_\_\_ (Company Name), hereinafter referred to as "prospective Contractor", hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code Title II, Division 4 Chapter 5 in matters relating to the development, implementation and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age (over forty).

I \_\_\_\_\_ (Name of Official) hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification executed on \_\_\_\_\_ (Date) in the county of (County) is made under the penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Exhibit C - Schedule of Legal Rates**

**NOT APPLICABLE**

---

**Exhibit D - Request for Proposal**

**NOT APPLICABLE**